

1 AGREEMENT BY AND BETWEEN
2 KING COUNTY
3 AND
4 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77
5 METRO TRANSIT DEPARTMENT
6 [101/E2]

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

3 **1.1 Scope.** This Agreement is made and entered into by and between King County
4 (“County”), its successors and assigns, and the International Brotherhood of Electrical Workers,
5 Local Union No. 77, (“Union”); the Union being recognized as the representative of employees
6 occupying classifications as set forth under Addendum “A” and working in the Metro Transit
7 Department.

8 **1.2. Purpose.**

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

16 **1.3. Non-Discrimination.**

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

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

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

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

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

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

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

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

10 **3.1. Recognition.** The County recognizes the Union as the sole collective bargaining
11 representative of all employees whose job classifications are listed in Addendum A, which by this
12 reference is made a part of this Agreement, or in new or added classifications in the Metro Transit
13 Department where the employees perform substantially similar work as the present job
14 classifications.

15 **3.2. Union Dues.** The Union will notify the County of its dues and fees and all changes
16 thereto.

17 **3.3. Dues Deduction.** Upon receipt of written authorization individually signed by a
18 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
19 of dues and fees as certified by the Union and shall transmit the same to the treasurer of the Union.

20 **3.4. Revocation of Dues Deduction Authorization.** An employee may revoke their
21 authorization for payroll deductions of payments to their Union by written notice to the Union in
22 accordance with the terms and conditions of their membership authorization. Every effort will be
23 made to end the deductions effective on the first payroll, and not later than the second payroll, after
24 receipt by the County of confirmation from the Union that the terms of the employee's authorization
25 regarding dues deduction revocation have been met.

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
3 Article. The Union agrees to refund to the County any amounts paid to it in error on account of the
4 check-off 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 approximately five (5) working days of a new employee’s hire date or new Union eligibility:

- 7 1. First and last name
- 8 2. USPS mail address
- 9 3. Phone number (if the employee provides 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 (if applicable)

19 **ARTICLE 4: LABOR MANAGEMENT COMMITTEE**

20 **4.1. Purpose**

21 The parties agree that a Labor-Management Committee (LMC) is established for each Metro
22 Transit Department 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 interest-based
24 discussion to resolve issues and interests affecting Labor and/or Management consistent with the
25 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

1 this Agreement.

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

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

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

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

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

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

13 4.2. The LMC does not waive or diminish management rights and does not waive or diminish
14 Union or County rights of grievance or bargaining. The LMC is not authorized to bargain.
15 Discussions that require bargaining shall be referred to the parties' authorized bargaining agents. The
16 parties recognize that the LMC may not be able to resolve every issue.

17 4.3. **Meetings** - The parties agree that each LMC shall meet at least quarterly. There will be
18 an approximately equal number of representatives from the County and the Union. If either party
19 intends to increase their normal attendance in order to accommodate guests or individuals serving in a
20 resource capacity, they will attempt to notify the other party in advance.

21 4.4. LMC agenda items will be determined by mutual agreement of committee members. A
22 maximum of four (4) Union members will be released from duty without loss of pay during their
23 normal work hours to attend a LMC. Off duty employees who attend a LMC will not be paid by the
24 County.

25 4.5. The parties agree that they may use the LMC to disclose, discuss and attempt to resolve
26 any Unfair Labor Practice (ULP) allegation prior to filing a ULP charge. If the alleged ULP is not
27 disclosed and discussed in a LMC, the parties agree that thirty (30) calendar days prior to filing an
28 unfair labor practice (ULP) complaint the complaining party will notify the other party, in writing,

1 meet and make a good faith attempt to resolve the concerns unless the deadline for filing would
2 otherwise pass.

3 **ARTICLE 5: GRIEVANCE PROCEDURE**

4 **5.1. Purpose.** The County and the Union recognize the importance and desirability of
5 settling grievances promptly and fairly in the interest of continued good employee relations and
6 morale. In furtherance of this objective, the County and the Union will extend every effort to settle
7 grievances at the lowest possible level of supervision.

8 **5.2. No Discrimination.** Employees will be unimpeded and free from restraint, interference,
9 coercion, discrimination, or reprisal in seeking adjudication of their grievances.

10 **5.3. Grievance Definition.** A grievance is defined as an allegation by either party to this
11 Agreement that a violation of one or more terms of this Agreement has occurred.

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

23 **5.4. Access to Grievance Procedure.** Though employees will have no independent
24 unilateral privilege or right to invoke the grievance procedure, an employee’s complaint may be
25 presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1 by the Union.

26 **STEP 1 - Superintendent/designee** - A grievance must be presented in writing by the
27 shop steward or the Union representative within thirty (30) calendar days of the occurrence or
28 employee/Union knowledge of such grievance. The grievance shall be presented to the employee’s

1 Superintendent or designee and will describe the event or circumstances being grieved, the
2 provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

3 (1.) The Superintendent/designee will meet with the employee and Union
4 representative to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 1
5 grievance.

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

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

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

13 (1.) The Section Manager/designee will meet with the employee and Union to
14 discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 2 grievance.

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

17 (3.) If the Union does not pursue the grievance to STEP 3 within fifteen (15)
18 calendar days after receiving the Section Manager/designee's written decision, the grievance will be
19 precluded from further appeal.

20 **STEP 3 - Office of Labor Relations - Labor Negotiator/designee**

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

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

25 (3.) If the Union does not pursue the grievance to STEP 4 - Arbitration within
26 fifteen (15) calendar days after receiving the Step 3 written decision, the grievance will be precluded
27 from further appeal.

28 **STEP 4 - Arbitration -** Should the decision of the Labor Negotiator/designee at STEP

1 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

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

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

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

22 **(4.) Mediation.** Any party, at any time during the grievance process, can
23 request mediation as a form of alternative dispute resolution. If both parties agree to mediate, an
24 impartial mediator will be selected by mutual agreement prior to moving the grievance to arbitration.

25 **(5.) Timelines.** Timelines under this Article may be extended by mutual
26 agreement in writing, by the parties responsible for addressing the grievance at each step. Unless
27 mutually agreed between the parties responsible for addressing the grievance at each step no
28 grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County

1 recognized holiday or the County is closed for business, the next following normal day of business
2 will be considered the final calendar day.

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

5 **(A)** Verbal or written performance or counseling documents shall not
6 be considered discipline and may not be appealed to any level of this process.

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

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

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

15 **ARTICLE 6: HOLIDAYS**

16 **6.01** Comprehensive leave eligible employee: Full-time regular, part-time regular,
17 provisional, probationary, and term-limited temporary (TLT) employees.

18 **6.1. Holidays.** All comprehensive leave eligible employees shall be granted the following
19 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples’ Day	Second Monday in October
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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

6.3 Holiday Observance for Employees on Alternative Schedules. For employees who work other than a 5/8 schedule Monday – Friday Days, and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day within the same pay period to take as a holiday (exceptions may be granted by mutual agreement of management and the employee).

6.4 Eligibility to take a paid holiday. An employee must be eligible for leave benefits and in a pay status on the scheduled workday before and the scheduled workday following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

6.5. Two Personal Holidays. Annually, comprehensive leave eligible employees shall receive two (2) personal holidays to be added to their vacation bank on the paycheck that includes February 1st. Personal Holidays added to the vacation bank under this Article will be subject to all the same provisions as accrued vacation contained throughout this Agreement. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. In no event shall there be more than two (2) personal holidays awarded per calendar year.

ARTICLE 7: VACATIONS

7.01 Comprehensive leave eligible employee: Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.

7.1. Accrual Schedule - Comprehensive leave eligible employees hired after May 22, 2002,

1 who work a full-time schedule will accrue vacation leave benefits as described below and further
 2 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
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

21 **7.1.1.** Comprehensive leave eligible employees hired on or before May 22, 2002, are
 22 eligible for vacation as provided below. Accrual rates are effective January 1 of the year in which the
 23 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

1	20 years of service	0.0962 X Basis Hours	25
2	21 years of service	0.1001 X Basis Hours	26
3	22 years of service	0.1039 X Basis Hours	27
4	23 years of service	0.1078 X Basis Hours	28
5	24 years of service	0.1116 X Basis Hours	29
6	25 years of service	0.1154 X Basis Hours	30

7 **7.1.2. Part-time Employees** – Comprehensive leave eligible employees who work a
8 part-time schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in
9 Sections 7.1 or 7.1.1, depending on the date of hire, prorated to reflect their normally scheduled work
10 week.

11 **7.2. Vacation Accrual** – Comprehensive leave eligible employees will accrue vacation leave
12 from their date of hire in a comprehensive leave eligible position.

13 **7.3. Vacation Leave Cap**

14 **A.** All comprehensive leave eligible employees hired after 12/31/17 shall have their
15 accrued vacation leave balance capped at three hundred twenty (320) hours. All comprehensive leave
16 eligible employees hired on or before 12/31/17 shall have their accrued vacation leave balance
17 capped at four hundred and eighty (480) hours.

18 **B.** Comprehensive leave eligible employees who work a forty-hour week may
19 carryover up to either 480 or 320 hours (depending on the employee’s hire date) to the next calendar
20 year. Comprehensive leave eligible part-time employees will receive vacation leave, prorated to
21 reflect their normally scheduled work week. Employees shall use vacation leave beyond the
22 maximum accrual amount prior to the end of the pay period that contains December 31 of each year.
23 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the
24 vacation leave beyond the maximum amount unless the appointing authority has approved a
25 carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as
26 may be in the best interest of the County. The Department of Human Resources Director may
27 authorize procedures for authorizing carryover above the maximum.

28 **7.4. Vacation Eligibility** – If a comprehensive leave eligible employee leaves County

1 employment prior to successfully completing their initial six (6) months of County service, they will
2 forfeit and not be paid for accrued vacation leave. A comprehensive leave eligible employee will be
3 paid for accrued vacation leave to their date of separation up to the vacation accrual cap if the employee
4 has successfully completed six (6) months of County service in a comprehensive leave eligible position.
5 Payment will be the accrued vacation leave multiplied by the employee's base rate of pay in effect upon
6 the date of leaving County employment, less mandatory withholdings.

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

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

13 **7.5.** A comprehensive leave eligible employee will not use or be paid for vacation leave until
14 the first day of the pay period following the pay period in which it has accrued, and such use or
15 payment is consistent with the provisions of this Article.

16 **7.6. Outside Employment** - No employee will work for compensation directly for the County
17 in any capacity during the time that the employee is on vacation leave.

18 **7.7. Partial Day Increments** - Approved vacation leave may be used in one-quarter (1/4) hour
19 increments.

20 **7.8. Payment to Assigns and Heirs** - In cases of separation from County employment by death
21 of an employee with accrued vacation leave and who has successfully completed their initial six (6)
22 months of County service in a comprehensive leave eligible position, payment of unused vacation leave
23 up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as
24 provided for by State Law, RCW Title 11.

25 **7.9. Vacation Scheduling** - The manager/designee will be responsible for scheduling the
26 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
27 employees and not incur additional costs while maintaining the efficient functioning of the work unit.

28 **7.10. Notification While on Paid Vacation** - If a comprehensive leave eligible employee is

1 injured or becomes ill while on paid vacation, in order to receive sick leave for that time, they must
2 notify the manager/designee on the first day of the injury or illness or as soon as practical, but not later
3 than the first day after returning to work, unless otherwise required by law. A health care provider's
4 certification may be required as provided under Section 8.13.

5 **7.11. Restoration following Separation** - If a comprehensive leave eligible employee resigns
6 from the county in good standing or is laid off and subsequently returns to county employment within
7 two years from such resignation or lay off, as applicable, the employee's prior County service shall be
8 counted in determining the vacation leave accrual rate.

9 **ARTICLE 8: SICK LEAVE**

10 **8.01** Comprehensive leave eligible employee: Full-time regular, part-time regular,
11 provisional, probationary, and term-limited temporary (TLT) employees.

12 **8.1.** Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of
13 0.04616 hours for each hour in paid status excluding overtime up to a maximum of 3.6928 hours per
14 biweekly pay period, unless additional leave is required by law, which is currently understood to mean
15 that if an hourly employee works in excess of seventy-four (74) hours in one week, the employee shall
16 accrue sick leave at the rate of 0.025 hours for each hour worked in excess of seventy-four (74) hours.
17 There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive
18 leave benefits may accrue and carry over from year-to-year.

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

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

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

27 **8.2.** Separation from or termination of County employment except by reason of retirement or
28 layoff due to lack of work, funds, efficiency reasons or separation for medical reasons, shall cancel

1 all sick leave accrued to the employee as of the date of separation or termination. Should the
2 employee separate from County employment and return to County employment within two years,
3 accrued sick leave shall be restored.

4 **8.3.** Comprehensive leave eligible employees who have successfully completed at least five
5 years of County service and who retire as a result of length of service or who terminate by reason of
6 death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
7 amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base
8 hourly rate of pay in effect upon the date of leaving County employment, less mandatory
9 withholdings. If a retiree who cashes out their sick leave is rehired within twelve (12) months, that
10 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who
11 returns to work will not be entitled to any cash out of their restored sick leave balance when they
12 leave County employment.

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

16 **8.4.** An employee must use all of their accrued sick leave before taking unpaid leave for their
17 own health reasons, unless the employee has been approved to receive and is currently on leave under
18 the Washington State Paid Family and Medical Leave Act (PFML). An employee who has exhausted
19 all of their sick leave may use accrued vacation leave before going on a leave of absence without pay,
20 if approved by their appointing authority.

21 **8.5.** If the injury or illness is compensable under the County's workers compensation
22 program, then the employee has the option to augment or not augment wage replacement payments
23 with the use of accrued sick leave.

24 **8.6.** When sick leave is taken to care for a family member, the employee shall choose at the
25 start of the leave whether the particular leave will be paid or unpaid, unless the employee has been
26 approved to receive and is currently on PFML. When an employee chooses to take paid leave for
27 family reasons, they may set aside a reserve of up to 80 hours of accrued sick leave.

28 **8.7** Paid sick leave may only be used for the following reasons:

- 1 **A.** For self-care or to care for a family member:
 - 2 1. Due to a mental or physical illness, injury, or health condition,
 - 3 2. To obtain medical diagnosis, care, or treatment of mental or physical
 - 4 illnesses, injuries, or health conditions, or
 - 5 3. To receive preventative care.
- 6 **B.** When a King County facility is closed by order of public official for any health-
 - 7 related reason, or when an employee’s child’s school or place of care is closed by order of a public
 - 8 official for a health or safety-related reason;
- 9 **C.** To increase the employee’s or a family member’s safety, when the employee or the
 - 10 employee’s family member has been a victim of trafficking under RCW 9A.40.100;
- 11 **D.** For absences that qualify for leave under the domestic violence leave act, chapter
 - 12 49.76 RCW; and
- 13 **E.** For family and medical leave available under federal law, state law or King County
 - 14 ordinance.
- 15 **F.** Employee’s exposure to contagious diseases and resulting quarantine.
- 16 **8.8.** For purposes of paid sick leave, “family member” means any of the following:
 - 17 **A.** A child, including a biological, adopted or foster child, a stepchild or a
 - 18 child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent,
 - 19 regardless of age or dependency status, or the child of the employee’s domestic partner;
 - 20 **B.** The parent of an employee, employee’s spouse or employee’s domestic
 - 21 partner. Parent includes:
 - 22 (1) a biological parent;
 - 23 (2) an adoptive parent;
 - 24 (3) a de facto parent;
 - 25 (4) a foster parent;
 - 26 (5) a stepparent;
 - 27 (6) a legal guardian; or
 - 28 (7) a person who stood or stands in loco parentis to the employee,

1 employee's spouse or employee's domestic partner.

2 C. A spouse;

3 D. A domestic partner;

4 E. A grandparent;

5 F. A grandchild; or

6 G. A sibling.

7
8 **8.9.** An employee injured on the job may not simultaneously collect sick leave and worker's
9 compensation payments in a total amount greater than the net regular pay of the employee.

10 **8.9.A.** An employee may not collect sick leave for physical incapacity due to any
11 injury or occupational illness which is directly traceable to employment other than with the County.

12 **8.10** Failure to return to work by the expiration date of a leave of absence may be cause for
13 removal and result in termination of the employee from County service.

14 **8.11. Federal Family and Medical Leave Act:**

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

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

28 C. In order to be eligible for FMLA, an employee must have been employed by the

1 County for at least twelve (12) months and have worked at least 1,250 hours in the twelve (12) month
2 period prior to the commencement of leave.

3 **8.12. King County Family and Medical Leave:**

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

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

17 C. In order to be eligible for KCFML leave under this Article, an employee must have
18 been employed by the County for at least twelve (12) months and have worked at least 1,040 hours in
19 the preceding twelve (12) month period for a forty-hour (40) week employee or 910 hours in the
20 preceding twelve (12) month period for a thirty-five (35) hour week employee.

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

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

26 **8.13. Return to Work from Unpaid Leave -** An employee who returns from unpaid family
27 or –medical leave within the time provided in this Article is entitled the same seniority accrued
28 before the date on which leave commenced, subject to layoff provisions, to the following in ranked

1 order:

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

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

5 **8.14. Provider Certification** - The manager/designee and employee are responsible for the
6 proper administration of the sick leave benefit. Verification from a licensed health care provider may
7 be reasonably required to substantiate the health condition of the employee or family member for
8 leave requests as allowed under Washington State Law.

9 **8.14.1.** Unless specifically instructed otherwise for the same injury or illness, the
10 employee shall promptly notify the appropriate work unit Superintendent or designee, by telephone
11 or otherwise, each day off due to illness. If an employee is on a special work shift, particularly where
12 a relief replacement is necessary if they are absent, they shall notify the appropriate work unit
13 Superintendent or designee as far in advance as possible of their scheduled time to report for work.

14 **ARTICLE 9: DONATED LEAVES**

15 **9.1. No Solicitation.** All donations made under this Agreement are strictly voluntary.
16 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
17 or benefits in exchange for donation of leave hours.

18 **9.2. Approval for Donations.** Donations require written approval from the comprehensive
19 leave eligible donating and receiving employees' directors. If approved, the donated leave will be
20 available the next full pay period after notification of the donation is received by Payroll from the
21 Department of Human Resources (DHR).

22 **9.3. No Cash Out of Donated Leave.** Donated leave hours are excluded from all payouts
23 and restorations.

24 **9.4. No accruals on donated leave.** Accrued leave will not accrue on donated leave as it is
25 used.

26 **9.5. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-**
27 **Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.**

28 A. The receiving employee must have exhausted all paid leave accruals (e.g., vacation

1 leave, sick leave) and compensatory time to use donated leave.

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

4 **C.** The leave for which the employee is requesting donations must be for a prolonged
5 absence. A prolonged absence is considered to be three (3) or more consecutive days. An employee
6 may use donated leave intermittently after the employee’s prolonged absence if the conditions in A
7 and B above are met.

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

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

13 **9.6 Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick leave
14 hours shall be converted to a dollar value base on the donor’s straight time hourly rate at the time of
15 the donation. The dollar value will then be divided by the receiving employee’s straight time hourly
16 rate to determine the actual number of hours received and placed in the receiving employee’s donated
17 leave bank.

18 **9.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
19 **Employee Donations.**

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

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

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

27 **9.8. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave**
28 **Fund – Pilot Program.**

1 A. The County will create a pilot program, whereby a comprehensive leave eligible
2 employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave) to an
3 “Emergency Medical Leave Fund” (Fund) that is managed by DHR. At the County’s discretion, the
4 pilot program can either be continued as a regular program or discontinued upon 30-day written
5 notice to the Union.

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

9 **C. Process and Conditions to receive hours from the Emergency Medical Leave**
10 **Fund.**

11 1. The comprehensive leave eligible employee must submit a request to DHR
12 for hours.

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

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

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

22 **D. No reversion of donated leave.** Donated hours not used by the employee within
23 60 calendar days of receiving the award will be returned to the Emergency Medical Leave Fund and
24 do not revert to the donor.

25 **9.9 Donation of Vacation or Compensatory Hours to Nonprofit Organizations.** The
26 executive may implement a process providing the opportunity for comprehensive leave eligible
27 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash
28 donation. This process must conform to KCC 3.12.222, as amended.

1 **9.10 Donation to an Account or Program to Benefit Children of Deceased Employee.** If
2 an employee dies during employment, the executive may implement a process providing a one-time
3 opportunity to allow leave comprehensive eligible employees to convert either accrued vacation or
4 accumulated compensatory time hours, or both, to cash to benefit any children of the deceased
5 employee who are under twenty-three (23) years old at the time of the employee’s death. This
6 process must conform to KCC 3.12.224, as amended.

7 **ARTICLE 10: OTHER LEAVES**

8 **10.1. Organ Donor Leave** - Comprehensive leave eligible employees shall be granted leave
9 for organ donation in accordance with King County Code 3.12.215, as amended. The
10 manager/designee will allow a comprehensive leave eligible employee who is voluntarily
11 participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone
12 marrow transplants, kidney transplants, or blood transfusions up to five (5) working days paid leave
13 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
14 without pay; provided;

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

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

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

25 **10.2 Bereavement Leave**

26 **A.** Employees eligible for comprehensive paid leave shall be granted up to five days,
27 maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of
28 the employee’s immediate family. Leave must be taken within eighteen (18) months from the date of

1 the death.

2 **B. Immediate family shall be defined as the employee's:**

3 A. spouse or domestic partner,

4 B. legal guardian, ward, or any person whom the employee has legal custody,

5 C. the following family members of the employee, the employee's spouse, or
6 the employee's domestic partner:

7 1. a child,

8 2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a
9 person who stood or stands in loco parentis),

10 3. a grandparent,

11 4. a child-in-law,

12 5. a grandchild, or

13 6. a sibling

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

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

18 **E. Any additional paid leave may be approved by mutual agreement between the**
19 **County and the employee.**

20 **10.3 Leave for Volunteer Service**

21 Comprehensive leave eligible employees may use up to three days of their accrued sick leave
22 each year to perform volunteer services at a local school, or at a non-profit on the approved list for
23 the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit
24 such request in writing, per the Department's leave request procedures, specifying the name of the
25 school and/or organization and the nature of the volunteer services to be performed. Additionally, the
26 employee's supervisor may request in advance that the employee obtain written proof of the service
27 from the volunteer organization or school.

28 **10.4 Jury Duty**

1 A. A comprehensive leave eligible employee notified to serve on jury duty must
2 inform their supervisor as soon as possible, but not later than two weeks in advance, regarding the
3 date the employee is required to report for jury duty. The supervisor may reassign the employee to a
4 shift and schedule that corresponds with jury duty. For purposes of this section, the shift and
5 schedule are the hours and days, respectively, the employee is required to report or be available for
6 jury duty. An employee will receive their normal compensation while on jury duty.

7 B. When released from jury duty for the day, and/or when the total required
8 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be
9 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before
10 the employee must report back to work and their regular shift and schedule. Comprehensive leave
11 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance
12 and Business Operations Division of the Department of Executive Services.

13 C. Employees who are ineligible for comprehensive leave benefits shall follow the
14 notification procedures above and shall be released from work duties for the duration of their
15 assigned jury duty period but shall not be compensated for their time spent on jury duty. These
16 employees may retain any jury duty pay received. Employees will receive their compensation, while
17 on jury duty.

18 **10.5. Leave Examinations** - Comprehensive leave eligible employees shall be released from
19 duty without loss of pay to participate in County recruitment examinations or interviews for County
20 positions when the exam or interview occurs during their regularly scheduled work hours.

21 **10.6. Military Leave** - Employees shall receive military leave in accordance with County
22 policy, state, and federal law, as amended.

23 **10.7 Paid Parental Leave**

24 A. Paid Parental Leave (PPL) supplements a comprehensive leave eligible
25 employee's accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a
26 parent to bond with a new child.

27 B. **Benefit Amount.** An employee's supplemental parental leave benefit is calculated
28 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt

1 placement (“qualifying event”). In cases of adoption or foster-to-adopt placement, leave must be
2 taken within one year of the child’s birth or placement in the home. The employee will receive the
3 equivalent of their full salary for up to a total of twelve weeks, when combined with the employee’s
4 accrued leave (except for one week of sick leave and one week of vacation leave). The employee is
5 permitted to use the supplemental leave first. Additionally, the employee may choose to take less
6 than twelve weeks of leave. Supplemental PPL is not subject to cash out. An employee who does
7 not return to work for at least 6 months of continuous service following the leave, will be required to
8 reimburse the County for the supplemental leave funds received.

9 **C. Eligibility.** The benefit is available to all comprehensive leave eligible employees
10 who have been employed with the County for at least six months of continuous service at the time of
11 the qualifying event. If both parents work for the County, then each employee is entitled to up to 12
12 weeks of PPL.

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

17 **E. Concurrence.** PPL will run concurrently with the County’s family and medical
18 leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by
19 law.

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

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

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

1 **ARTICLE 11: 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 their 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 their regular straight-time wage less any State compensation which may apply. The
7 County will continue to pay eighty percent (80%) of their regular straight-time wages, less State
8 compensation, for an additional period of 255 working days to make a total of 260 days.

9 **ARTICLE 12: LEAVE OF ABSENCE**

10 **12.1. Short-Term Leaves of Absence.** A comprehensive leave of absence without pay, not
11 covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days
12 may be granted to a leave eligible employee by the employee's director.

13 **12.2. Long-Term Leaves of Absence.** The Division Director may grant a leave of absence
14 without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a
15 period longer than 30 days. Requests for leaves of absence without pay that are for medical/health
16 reasons for a period longer than 30 days must be approved by the Director of Human Resources or
17 the Director's designee. Long-term leaves may be unconditional, or conditional with any conditions
18 set forth in writing at the time that the leave is approved with the understanding that barring required
19 budget cuts or layoffs, the employer shall reinstate the employee to the same position or a position
20 with equivalent status, pay, benefits and other employment terms upon the employee's return with no
21 loss of seniority.

22 **12.3. Early Return.** An employee who is on a leave of absence without pay, not covered by
23 any other provision of this Agreement, may return from the leave before its expiration date if the
24 employee provides the director with a written notice to that effect at least 15 days before the date of
25 return.

26 **12.4.** One (1) day of leave per Agreement year without loss of pay may be taken with
27 approval of the appropriate work unit Superintendent or designee when it is necessary that the
28 employee be off work in the event of a family emergency. This leave may not be carried into the

1 next payroll year or cashed out.

2 **ARTICLE 13: HOURS OF WORK**

3 **13.1.** The standard workweek shall consist of five (5) consecutive working days of eight (8)
4 hours each aggregating forty (40) hours per week. By mutual agreement of the parties, alternative
5 work schedules, including but not limited to 9/80 and 4/10 schedules, may be agreed to for
6 individuals and/or work groups as appropriate. Such agreement(s) shall be made in JLMC. The
7 County retains the right to end any approved alternative work schedule upon notice to the effected
8 employee and the Union.

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

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

19 **13.2.A.** For employees receiving paid meal periods and/or intermittent rest periods as
20 provided below, this agreement specifically supersedes in total the State provisions regarding meal
21 and rest periods for Employees, and as such, these employees do not receive a designated meal or rest
22 period. Employees receiving a paid meal period will be entitled.

23 **13.2.B. Meals for Power Distribution employees on other than 8-1/2 hour shifts, and**
24 **Power Distribution employees assigned to swing and grave shifts.** This provision is negotiated
25 under the authority of RCW 49.12.187, which allows the parties to specifically supersede in total the
26 State provisions regarding hours of work, meal, and rest periods. In addition to unpaid meal periods,
27 which are provided for under Article 13.2 and may be used at any time, and with mutual agreement
28 between Metro and the Union, work crews may be assigned to work without a designated meal

1 period. If there are no designated meal periods during the workday, employees normally may not
2 stop for a meal period, but if time allows, based on work needs, they may take a brief meal as
3 compensated work time; however, this meal period will not be pre-scheduled, guaranteed for any
4 length of time, and must be taken only when a work order has been completed and the crew is
5 moving to the next work site. Work sites will not be broken down in order to break for a meal.
6 During the brief meal period, employees must remain available to respond to trouble calls and
7 emergencies, and if the meal period is interrupted, it shall not be extended. Management shall play
8 no role in the selection of locations where employees may stop, provided the location is workplace
9 appropriate.

10 **13.3.** Whenever it is necessary to meet the County’s needs, hours of work may be scheduled
11 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
12 p.m. shall have meals and breaks as provided in Article 13.2.B above. Employees working such shift
13 shall be paid at the regular straight-time wage rate for any shift plus any wage differential which may
14 be allowed under Section 13.6 of this Agreement.

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

21 **13.5.** All shifts will be scheduled to start on the hour or half hour. Notice of such shift(s)
22 change shall be given as far in advance as possible but no less than ten (10) days prior to
23 implementation and shall continue for a minimum of ten (10) consecutive workdays.

24 **13.6.** Two fifteen-minute rest breaks shall be granted per shift at the approximate mid-point
25 of each half of the shift. Breaks may not be taken at the beginning or end of a shift, adjacent to a meal
26 period or combined.

27 **ARTICLE 14: WAGE RATES**

28 **14.1.** The County agrees to pay to its employees and the Union agrees that its members

1 employed by the County will accept the wage scales for the various classifications set forth and
2 contained in Addendum “A” of this Agreement.

3 **14.2. Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated
4 at 107.5% of the journey level classification in which such employees are working, when so assigned
5 as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a
6 line crew of which at least two (2) journey level workers are on a job together with no crew chief.
7 The lead utility line worker shall continue to work as a member of the crew.

8 **14.3. Lead Electrician Constructor** - A temporary lead Electrician Constructor shall be
9 compensated at 107.5% of the journey level classification when there are two (2) or more electricians
10 working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief,
11 and the temporary lead assignment has been designated by the Supervisor of Power/designee.

12 **14.4. Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%
13 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead
14 responsibilities when two or more Cable Splicers are working together in the absence of the Cable
15 Splicer Crew Chief.

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

22 **14.6 Rail Electrical Worker Crew Chief** – Employee(s) designated as a temporary Rail
23 Electrical Worker Crew Chief shall be compensated at 113% of the journey level classification, when
24 so assigned as in-charge. The Rail Electrical Worker Crew Chief(s) shall be assigned by the
25 appropriate work unit Superintendent or designee when there are more than six (6) Rail Electrical
26 Workers. The Rail Electrical Worker Crew Chief will continue to work as a member of the crew.

27 **14.7. Lead Transit Facilities Electrician** – Employees designated or hired as a Lead Transit
28 Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician

1 classification. When two or more Transit Facilities Electricians are assigned to perform work, one
2 shall be paid as Lead.

3 **14.8. Transit Facility Electrician Crew Chief** – Employee(s) designated as a temporary
4 Transit Facilities Electrician Crew Chief shall be compensated at 113% of the Transit Facilities
5 Electrician classification. Transit Facilities Electrician Crew Chiefs shall be assigned by the
6 appropriate work unit Superintendent or designee when more than six (6) Transit Facility
7 Electricians/Transit Facility Electrician Leads are on shift at a headquarters with no supervisor, such
8 as a Transit Facilities Electrician Crew Chief or Power Chief. The Transit Facility Electrician Crew
9 Chief will continue to work as a member of the crew.

10 **14.9. Shift Differential** - Employees regularly assigned or bid to a shift other than a day shift
11 on a straight-time basis shall receive a wage differential of three dollars (\$3.25) per hour for 2023,
12 6% of the base hourly wage or \$3.50 whichever is greater (going forward beginning January 1, 2024)
13 for all hours worked, provided that the assigned or bid shift is regularly scheduled to start before 6:00
14 a.m. or end after 6:00 p.m.

15 **14.10. Wage Increases**

16 1. In –2023-2025, the parties agree that wages will be increased by percentage
17 amounts shown below, which are reflected in the Wage Addendum:

18 **A. January 1, 2023:** There shall be a 4% General Wage Increase.

19 **B. January 1, 2024:** There shall be a 4% General Wage Increase.

20 Compounded on this General Wage Increase, there shall also be a 9% market adjustment.

21 Additionally, rates of pay for Electrician Constructor, Transit Facilities Electrician, and Fire
22 Detection Specialist shall be increased to the Utility Line Worker and Rail Electrical Worker rate of
23 pay.

24 **C. January 1, 2025:** There shall be a Cost of Living Adjustment per the
25 formula below:

26 COLA adjustments will be 95 percent of the average growth rate of the six prior bi-monthly
27 year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage
28 Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the

1 year in which the COLA will be applied. For example, the wage adjustment for January 1, 2025,
2 shall be calculated as the average of the year-over-year percentages from the August 2023, October
3 2023, December 2023, February 2024, April 2024, and June 2024 values of the CPI-W.

4 A year-over-year change means the percentage change in the CPI-W for that measurement
5 compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-
6 year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.

7 Regardless of the result calculated using this formula, the annual COLA effective on January
8 1, 2025, shall not be more than 4% and shall not be less than 2%.

9 **14.11. Overtime**

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

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

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

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

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

25 **14.12. Holiday Pay** - All work performed on holidays shall be compensated at double the
26 combined amount of the employee's hourly base rate of pay (inclusive of the shift differential, if
27 applicable) in addition to the holiday pay under Section 6.1. No combination of overtime payments to
28 an employee shall exceed three (3) times the regular rate of pay.

1
2 Holiday pay shall be limited to eight (8) hours per holiday. Employees on a ten (10) hour shift
3 shall be given the opportunity to use two (2) hours of vacation leave or leave without pay.
4 Employees may have the option of working 5 x 8 during a holiday pay week with the agreement
5 of management.

6 **14.13. Work Outside of Classification**

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

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

16 C.

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

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

26 **14.14. License/Certification Pay** - Employer agrees to arrange for and to pay one hundred
27 percent 100% of all mandatory education required by the County and State to retain those licenses
28 and certifications necessary for continued employment.

1 **14.14.1. Commercial Driver’s Licenses.** Employees may be required to obtain and
2 maintain any Commercial Driver’s License (CDL) endorsement on a driver’s license as required by
3 the County for the performance of their duties. If the County opts to hire an employee without a
4 CDL endorsement, but then requires it, the County will pay for the required education to obtain the
5 CDL endorsement. If the County changes the requirements of a job such that an employee must have
6 a CDL endorsement or a higher CDL endorsement, it will pay for the required education to obtain the
7 CDL endorsement. The County acknowledges that there may be a requirement under the law to
8 negotiate the impacts of changes to job requirements for existing workers. In instances where it is
9 beneficial to the County to have employees with a higher level CDL endorsement, the County will
10 pay for the required education to obtain the CDL endorsement.

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

14 **B. Medical examinations:** Medical examinations that are required for the purpose of
15 obtaining or maintaining a Commercial Driver License for current Employees, if the position is
16 required to have a CDL, will be paid for by Metro through an occupational health vendor, or vendors,
17 that have been selected by King County. There shall be no cost to Employees, provided that
18 Employees use King County’s occupational health vendor(s).

19 **C. Exclusions:** The County will not reimburse employees for:
20 1. Driver’s license or renewal fees.
21 2. CDL endorsement fees that are not required by the County for the job that the
22 employee holds, except in instances, as described above, where it is beneficial to the County to have
23 employees with a higher level CDL endorsement than is required by the job.
24 3. Time spent traveling to and at the Department of Licensing or time spent traveling
25 to and at the medical exam office.

26 **14.15. Relieved from Duty Pay -** Employees relieved from duty except for cause during the
27 first half of the day or shift shall receive not less than one-half (1/2) day’s pay; if relieved from duty
28 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full

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

2 **14.16. Call-Out Pay**

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

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

14 **14.17. Standby Pay** - Employees may be asked to make themselves available to respond to
15 emergencies by being placed on standby duty. Employees who accept standby duty are to be
16 available to a phone or to respond to a County provided pager. The employee will be compensated
17 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Utility Line Worker.

18 **14.18. High-time Pay** will be paid on an actual time basis. The high time rate shall be
19 double the combined amount of the employee's hourly base rate of pay, as specified in the
20 Addendum A wage table, inclusive of the shift differential, if applicable. If an employee is
21 performing high time work on overtime, the rate of pay shall be three times the hourly rate of pay,
22 inclusive of the shift differential, if applicable. No combination of overtime payments to an
23 employee shall exceed three (3) times the regular rate of pay.

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

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

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

5 **14.19. Clothing and Equipment Allowance Pay**

6 All regular and Term Limited Temporary employees shall be provided ARC Flash clothing.
7 Any changes in the program or its administration shall be brought to JLMC or Labor Relations.

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

11 **14.20. Boot Allowance**

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

16 **ARTICLE 15: MEAL PERIODS**

17 **15.1.** For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;
18 however, not less than three (3) nor more than five (5) hours from the beginning of the shift.

19 **15.2.** Employees scheduled to work overtime shall furnish their meal for the first eight (8)
20 hours worked as if on a regular scheduled shift.

21 **15.3.** Meals and meal periods for scheduled overtime hours worked either before or after a
22 normally scheduled shift shall be as follows:

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

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

1 straight-time journey level rate of pay.

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

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

7 15.4. Employees called in for unscheduled overtime work shall be eligible for a meal
8 allowance if such work is performed up to or continues after an established meal period. For
9 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00
10 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-
11 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty
12 percent (80%) of the straight-time journey level hourly rate of pay.

13 15.5. Employees required to work during their meal period shall receive the overtime rate of
14 pay for such portion of the meal period worked. The amount of the time used for the meal period
15 shall then be deducted from the regular or overtime compensation.

16 15.6. Employees shall be paid a meal allowance consistent with the meal rates established in
17 this Article. A meal allowance will be subject to taxes and withholdings as appropriate.

18 **ARTICLE 16: GENERAL AND MISCELLANEOUS**

19 16.1. No wage rate presently enjoyed by any classification of employees covered by this
20 Agreement shall be reduced because of the signing of this Agreement.

21 **16.2. Union Representative**

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

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

1 **16.3. Stewards** - The Union Business Manager and/or Representative shall have the right to
2 appoint a steward at any shop or on any job where workers are employed under the terms of this
3 Agreement. The steward shall see that the provisions of this Agreement are observed, and they shall
4 be allowed reasonable time to perform these duties during regular working hours. The County shall
5 be furnished with the names of stewards so appointed. Under no circumstances shall the County
6 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence
7 with respect to an alleged violation of any provision of this Agreement.

8 **16.4. Distribution of the Agreement** - A copy of this Agreement shall be made available to
9 employees of the County as set forth under Addendum “A”.

10 **16.5. Union Leave of Absence** - Any employee elected or appointed to office in the Union
11 which requires a part of or all of his/her time, shall be given a leave of absence upon application.
12 He/she shall not lose any seniority established with the County at the time of the leave of absence.

13 **16.6.** In the event that there is a material change to the work represented by the Union due to
14 changes in technology or future automation, the County agrees to bargain the impact as required by
15 law through the JLMC and with the County’s Labor Negotiator.

16 **16.7.** The County shall not contract out work which employees represented by the Union
17 have historically performed unless it is required by law or is a business necessity due to an
18 emergency situation or to augment the workforce on a short-term, temporary basis. Except for
19 emergency situations, the County shall provide notice to the Union of its intent to contract out and,
20 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
21 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
22 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
23 no jobs will be eliminated due to contracting out.

24 **16.8. Defendant in Civil Action** - Whenever an employee is named as a defendant in a civil
25 action arising out of the performance of the employee’s duties and, acting within the scope of
26 employment, the Prosecuting Attorney’s Office shall, at the written request of the employee, furnish
27 counsel to represent the employee to the final determination of the action, without cost to the
28 employee. Where a possible conflict exists between the County and the employee, the Prosecuting

1 Attorney may, at their sole discretion, appoint outside counsel as a special deputy prosecuting
2 attorney to represent the employee. In such cases, the County shall be responsible for payment of
3 costs incurred in such defense. This provision will be governed by the terms of King County Code
4 2.21.050.

5 **16.9. Union Engagement.**

6 **16.9.1. Steward Training:** During each year of this Agreement the Union's principal
7 officer may request that Union stewards be provided with at least eight (8) hours or one (1) day,
8 whichever is greater, of release time without loss of pay to participate in the steward training
9 programs sponsored by the Union.

10 **16.9.2.** The Union shall submit to the Office of Labor Relations and the Division as
11 far in advance as possible, but at least two (2) weeks in advance, the names of those stewards who
12 will be attending each training course. Time off for these purposes shall be approved in advance by
13 the employee's supervisor. The approval of such time off shall not be unreasonably denied for
14 arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take
15 into consideration operational needs.

16 **16.9.3. New Employee Orientation, Union Presentation:** The County agrees to
17 continue in person New Employee Orientation to allow the Unions to meet the new bargaining unit
18 employees. Not less than five (5) working days before a new employee orientation, a list of names of
19 employees who shall be attending and are assigned to one of the MLA's Signatory bargaining units
20 shall be forwarded to the Union.

21 **16.9.4. Release Time for New Employees:** The County shall provide each new
22 bargaining unit employee thirty (30) minutes of release time to meet with the Union within the first
23 month of employment.

24 **16.10. Use of County Bulletin Boards and Electronic Devices**

25 **16.10.1. Bulletin Boards.** The County agrees to provide bulletin boards in areas
26 accessible to the employees for the use of Union officers and stewards to post announcement of
27 meetings, election of officers, and any other Union materials. No materials of a political nature can
28 be posted.

1 **16.10.2. Electronic Devices.** The County will permit Union officers and stewards the
2 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment
3 to communicate regarding Union business related to King County. These communications will be
4 consistent with state law and the County’s Acceptable Use of Information Assets Policy. The
5 communications and the use of the County’s equipment and systems must be brief in duration and
6 frequency. In no circumstance shall use of the County’s equipment or systems interfere with County
7 operations or result in additional expense to the County. The parties understand and agree there is no
8 guarantee of privacy in the communications described herein and that such communications may be
9 subject to disclosure under the Public Records Act.

10 **ARTICLE 17: APPRENTICESHIPS**

11 **17.1. Apprenticeship**

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

16 **17.2. Rail Electrical Worker Apprenticeship:**

17 **17.2.1. Establishment of Rail Electrical Worker Apprenticeship.** The parties
18 hereby establish an apprenticeship program for the Rail Electrical Worker (REW) position. Both
19 King County and the Union recognize the Apprenticeship Program Standards (WSATC-2181),
20 recognized by the Washington State Apprentice and Training Council (WSATC). The WSATC has
21 the authority to approve, administer, and enforce apprenticeship standards for the operation and
22 success of this apprenticeship, and may change its rules, policies, and/or administrative practices.
23 Upon WSATC notification of those changes, such rules, policy, and/or administrative practices shall
24 be recognized as part of the Apprenticeship Program Standards, unless specifically agreed to
25 otherwise in writing by the parties.

26 **17.2.2. Establishment and Authority of REW Apprenticeship Subcommittee and**
27 **Joint Apprenticeship Committee (JAC).** The Parties hereby establish a REW Apprenticeship
28 Subcommittee for the REW apprenticeship which shall be composed of no more than three

1 representatives of the County and no more than three representatives of the Union. The REW
2 Apprenticeship Subcommittee will report to the Joint Apprenticeship Committee (JAC). The REW
3 Subcommittee shall have the authority to adopt and amend a REW Apprentice Program Manual.
4 Apprentice policies and procedures that are consistent with the Apprenticeship Program
5 Standards/WSATC-2181, including, but not limited to, work processes, wage progression, and
6 administrative standards. The Joint Apprenticeship Committee will report to the WSATC. The
7 Subcommittee and JAC shall be bound by the Apprenticeship Program Standards/WSATC-2181 and
8 any applicable policies, and procedures.

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

11 **17.2.3. Selection of Candidates for Apprenticeship.** The selection of candidates for
12 hire into the REW Apprentice position shall be at the exclusive direction of the County, subject to
13 any limitations set forth in this Agreement.

14 **17.2.4. Minimum requirements of Apprenticeship.** Rail Electrical Worker
15 Apprentice training shall include the type of work reflected in the REW Apprenticeship Program
16 Standards/WSATC-2181, and the REW Apprentice Program Manual. The apprenticeship shall
17 include 8,000 hours of supervised on-the-job training, advanced standing and/or credit, as determined
18 by the JAC, and a minimum of 144 hours per year of classroom-style education.

19 **17.2.5. REW Apprentice Rules.** REW Apprentices shall follow all manuals, rules,
20 policies, and procedures of King County, the Metro Transit Department, and the Rail Division. REW
21 Apprentices shall also follow all manuals, rules, policies, and procedures of the Apprenticeship
22 Program Standards/WSATC-2181, and the REW Apprentice Program Manual.

23 **17.2.6. Apprentice Wages.** REW Apprentices shall be paid pursuant to the following
24 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

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

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

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

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

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

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

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

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

In addition to any apprentice probationary periods outlined in the Apprenticeship Program

1 Standards/WSATC-2181 and the REW Apprentice Program Manual, the REW Apprentice is a career
2 service position and subject to the same probationary period as applied to other career service
3 positions covered by this Agreement.

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

6 **17.2.10. Safety.** Apprentices shall be given adequate safety training to safely perform
7 all work related to the apprenticeship.

8 **17.2.11. Apprentice Seniority.** Apprentice Seniority shall be established by date of
9 hire into the apprentice position. In the event of a tie, seniority order shall be decided by seniority in
10 the King County Rail Division, followed by Seniority in King County, followed by a coin toss
11 conducted by Local 77.

12 **17.2.12. Completion of Apprenticeship.** Upon graduation from the REW
13 Apprenticeship, the REW Apprentice Graduate shall be promoted to a Career Service REW position.
14 There shall be no additional probation period upon promotion.

15 **17.2.13. Seniority Upon Graduation.** Upon graduation from the REW
16 Apprenticeship, the REW Apprentice Graduate shall be awarded a Journey-Level REW seniority date
17 one (1) year prior to the graduation date.

18 **17.2.14. Definitions.** All words shall be given their regular and customary
19 definitions, unless otherwise defined by this Agreement, the WSATC, Apprenticeship Program
20 Standards/WSATC-2181, or the REW Apprentice Program Manual.

21 **ARTICLE 18: TEMPORARY EMPLOYEES**

22 **18.1** The County may hire temporary employees pursuant to King County Code and policies,
23 as amended.

24 **A.** Short Term Temporary (STT) employees are those who are employed in a
25 temporary position which work less than one thousand forty hours in a calendar year in a work unit in
26 which a forty-hour work week is standard, generally for a period less than six (6) consecutive months
27 per calendar year. STT employees will not be used to supplant regular career service positions.

28 **B.** Term Limited Temporary (TLT) employees are those who are employed for a

1 period greater than six months for special projects or backfilling an extended absence. A bargaining
2 unit employee cannot be in a TLT position for longer than twelve (12) months unless agreed to by the
3 Union.

4 **18.2.** If a TLT employee is later hired as a regular employee in the same classification, the
5 TLT employment period will count as service credit for pay purposes and the service will count for
6 seniority accrual and continuous service credit only during a single period of TLT employment;
7 provided, however, when a TLT employee is terminated by the County and rehired as a regular
8 employee within thirty (30) days, the prior service shall be credited as the employee's continuous
9 service for purposes of seniority only. A TLT employee who voluntarily resigns, is discharged, or
10 has more than thirty (30) consecutive days lapse in employment will not be eligible for prior service
11 credit for purposes of seniority, pay or benefits if rehired as a regular or TLT employee.

12 **18.3.** The County retains the right to recruit directly for permanent vacancies.

13 **18.4.** TLT employees who are selected by the County for a regular position in the same
14 classification shall serve a six (6) month probationary period; however, if the employee has ninety
15 (90) or more days of continuous TLT employment in the classification at the time of selection, the
16 probationary period shall be reduced to three (3) months.

17 **18.5.** TLT employees will not be used to supplant regular Full-time Equivalent (FTE) or
18 Career Service positions.

19 **ARTICLE 19: WORK RULES**

20 **19.1.** The work rules contained in Article 17 and not inconsistent with the other provisions of
21 this Agreement are hereby adopted and will remain in effect until modified or amended. Any
22 changes in the working rules between the County and the Union shall be promulgated in the form of a
23 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

24 **19.2. Health and Safety**

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

28 **B.** It shall not be considered a violation of this Agreement when workers refuse to

1 work with unsafe equipment, or where adequate safeguards are not provided, and when the facilities
2 and services are not being maintained in a reasonable sanitary condition.

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

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

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

10 F. For safety reasons, a Chief of Power may relieve an employee from duty at any
11 time after the employee has been continuously on duty over eight (8) hours, and this shall be
12 documented. If relieved from duty for safety reasons, the remaining portion of the regularly
13 scheduled shift shall be compensated at the regular straight time rate as paid rest period.

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

18 **19.3. Classification Relief** - As a matter of general personnel administration, an employee
19 can be expected to assume responsibilities and perform duties within their craft above or below their
20 classification in a relief capacity for a portion of their time, except where contrary to current
21 practices.

22 **19.4. Transporting (applies to Power only)** - Line Material Workers shall not be
23 downgraded, nor Utility Line Worker Helpers upgraded for driving any truck when used for the sole
24 purpose of transporting workers, supplies or equipment.

25 **19.5. In Power, Helpers, and Line Material Workers.** Employees classified as Helpers or
26 Line Material Workers will in no event be used as substitutes to replace journey level workers.

27 **19.6. Pole Framing (applies to Power only)** - All framing of poles will be done by Utility
28 Line Workers with the help of Utility Line Worker Helpers. The erection of poles or pulling of poles

1 will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Utility Line Worker
2 in addition to a Line Crew Chief. A pole that is exclusively used for lighting and does not require the
3 use of a digger to install may be set with a Line Material Worker and a Journey Utility Line
4 Worker/Electrician Constructor.

5 **19.7. Tree Trimming** – In Power, all tree trimming, where there is a possibility of contact
6 with transmission or distribution circuits, will be done by Utility Line Workers. In Rail, Rail
7 Electrical Workers will trim trees that interfere with train movement or electrical installations related
8 to rail.

9 **19.8. Pulling Cable** – In Power, a crew pulling underground cables with power equipment
10 shall include not less than two (2) cable splicers and shall be supervised by a Cable Splicer Crew
11 Chief. In Rail, the pulling of underground cables with power equipment will include no less than two
12 (2) Rail Electrical Workers and shall be supervised by a Rail Electrical Worker/Crew Chief.

13 **19.9. Underground Work** – In Power, any work performed in the underground system other
14 than inspections shall require two (2) workers at the Cable Splicer’s rate of pay. Inspections may
15 include pumping and “one call dig” identification. Under no circumstance shall inspection be
16 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which
17 shall receive Cable Splicer’s rate of pay. The other worker may be a Journey Utility Line Worker or
18 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be
19 deemed qualified until they have satisfactorily completed a course in vault rescue and received
20 confined space training. In Rail, any electrical work performed in an underground vault of the rail
21 system will require a minimum of two (2) Rail Electrical Workers.

22 **19.10. Hot Tapping** – In Power, all hot tapping on a pole shall be done by a journey level
23 Utility Line Worker. In Rail, all hot tapping on the rail system will be done by Rail Electrical
24 Workers.

25 **19.11. 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, or Rail Electrical Workers assigned to work on the same
4 project, job, or assignment, one shall be designated by the appropriate work unit Superintendent or
5 designee to be the Temporary Lead Worker in charge provided there is no other supervision on the
6 project, job or assignment. Fire Detection System Specialists shall only be designated as Temporary
7 Lead Worker in Charge when such project, 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 appropriate work unit Superintendent or designee to be the
11 Temporary Lead Worker in charge.

12 E. Supervision for Utility Line Worker shall be set forth as provided under WAC
13 296-45-105. 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 **19.12. 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 **19.13. Meetings** - Workers shall not be required to attend meetings called by the County
21 except during the regular working hours unless compensated.

22 **19.14. Shift Selection**

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

1 each of the listed months. Except for projects, jobs, or assignments, in the event that a shift is
2 significantly changed the parties will bargain any impacts as required by law. For purposes of this
3 Agreement, the determination of what constitutes a significant change in a shift shall be decided by
4 the Joint Labor - Management Committee and such decision shall not be subject to the grievance
5 procedures under Article 5. Employees shall be permitted to trade shifts for a three (3) month
6 rotation period, provided it is at no cost to the County. Shifts for the upcoming shift selection shall
7 be posted on November 15th of each year; the County shall post the Holiday schedule (per shift) for
8 the upcoming year at the same time. Sign-ups shall be posted the first day of December and
9 employees must make their selection no later than December 15th, exceptions may be made on a
10 case-by-case basis. The Appropriate Superintendent or designee shall determine days off for all
11 shifts.

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

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

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

27 4. If an employee doesn't make their selection within two hours after the start
28 of their next scheduled shift after being physically notified (in person or through a successful phone,

1 text or email contact); their spot shall be determined by the shop steward and the supervisor
2 conducting the bidding to place the employee in the shift most recently bid (if available) or a shift
3 most similar to it if the current shift is not available.

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

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

9 **19.15.1 Transfer**

10 **A.** It shall be at Metro's discretion whether to fill a vacancy through this transfer
11 process. When the County does so, no loss in regular pay shall result and a nominal thirty-one and
12 one-half (31-1/2) hours off duty between shifts shall be allowed and the overtime rate shall be paid
13 for all time less than the nominal thirty-one and one-half (31-1/2) hours off duty. Transfers under this
14 provision shall remain in effect until the next quarter change. The County shall offer this vacancy by
15 seniority to all members of the affected classification. If no one accepts the offer, it shall be assigned
16 by reverse seniority. There shall be a minimum of 31 ½ hours notice provided. In the event 31 ½
17 hours is not given, the first shift shall be compensated at the overtime rate of pay; or the first shift
18 shall be offered as OT, per the OT agreement.

19 **B.** When an employee is transferred to any position in which they have had no
20 previous experience, they shall be given a reasonable break-in period with an experienced worker in
21 that position.

22 **19.15.2 Vacancy bids.** It shall be at Metro's discretion whether to fill a vacancy. When
23 Metro decides to fill a vacancy, the open position will be put out for a bid. Non-probationary
24 employees may bid for the work. The following rules will apply:

25 **A.** Seniority list shall be established annually as of October 1. The County shall furnish the
26 Union and post Seniority lists at all headquarters of the affected classifications.

27 **B.** The County shall post all permanent vacancies in all classifications for a period of not less
28 than ten (10) working days at all headquarters of the classifications affected. The County shall
furnish a copy of all postings and the results of the bid with the Union.

1 C. Seniority for purposes of this provision shall be based on total employment (unpaid leaves
2 less than 30 days shall not affect this time) in one's current job classification. Any disputes
3 over seniority shall be resolved by the Union.

4 D. The senior qualified bidder shall be awarded the permanent vacancy per this provision.

5 E. In the event that the bid goes unfilled, the County may transfer the least senior employee in
6 the affected classification. Material Line Workers and Helpers may be interchangeable for
7 this purpose; however, neither classification will be involuntarily transferred to work in the
8 other classification.

9 F. When an employee is awarded a bid to any position in which they have had no previous
10 experience, they shall be given a reasonable break-in period with an experienced worker in
11 that position.

12 **19.16. Work Schedule for Position** - The schedule for regular working days and regular
13 days off goes with the job and not the worker, and an employee exercising the option for the change
14 from one job to another assumes the working days and days off of the new job and anything
15 pertaining to his/her schedule for the old job ceases at the beginning of the new job.

16 **19.17. Promotion** - An employee who is promoted to another classification may request to
17 return to their previously held classification provided:

18 A. A written request is submitted to the appropriate work unit Superintendent or
19 designee,

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

22 C. The employee meets all the current job requirements of the classification they
23 desire to return to,

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

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

27 F. Except in the event of a layoff, an employee who is promoted to a non-represented
28 classification within the Power Section, may elect to return to their previously held bargaining unit
classification under the conditions set forth above. Provided the written request is made within one

1 (1) year of the promotion to the non-represented classification.

2 **19.18. Travel** - Each employee shall be assigned a designated place(s) to report to work. The
3 employee shall report to the place designated at the commencement of the working day and after
4 reporting, shall be regarded as on duty; and that employee shall not be required to report to any other
5 place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel
6 between the place of reporting and the actual place of work) shall be part of the employee's work
7 time, and any transportation necessary shall be provided by the County.

8 **19.19. Private Vehicles** - All employees called for emergency non-scheduled overtime, when
9 directed by the appropriate work unit Superintendent or designee to use their private car for
10 transportation, shall be reimbursed at the prevailing IRS mileage rate for each mile traveled from
11 their homes and return, plus toll bridge costs.

12 **19.20. Reduction in Force and Rehire**

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

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

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

27 **D.** When a reduction in force is necessary, the Union and the employees who may be
28 affected shall be notified at least thirty (30) calendar days prior to the effective date. At such time as

1 a reduction in force is of such an emergency nature as to prevent thirty (30) calendar days notice, the
2 earliest possible notification will be given.

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

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

9 **ARTICLE 20: SAVING CLAUSE**

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

16 **ARTICLE 21: WORK STOPPAGE**

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

23 **ARTICLE 22: PERFORMANCE EVALUATIONS**

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

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

27 The County presently participates in group medical, dental, vision, and life insurance
28 programs. Plan benefits are negotiated in the Joint Labor Management Insurance Committee

1 (JLMIC) comprised of representatives of the County and labor organizations, including the Union.
2 The Union participates in the JLMIC and adopts all terms and conditions of any JLMIC Agreements
3 for all employees covered by this Agreement.

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

5 **24.1. Job Reclassification** An employee or a group of employees may request a position to
6 be reclassified, or the County may initiate a reclassification review for an employee or group of
7 employees. Temporary and term limited temporaries may not request a position reclassification, but
8 term limited temporaries may be reclassified as part of a group classification as described in section
9 24.1.C, below.

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

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

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

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

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

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

21 (2) the employee is on probation, or

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

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

25 **C. Group Reclassification Requests:** A group reclassification may be
26 submitted if all regular employees' positions are in the same classification within the same section of
27 a division; this can include TLT employees, provided the group includes at least one regular
28 employee. The Department of Human Resources DHR will evaluate each position individually;

1 therefore, reserving the right to place positions into different classifications, if warranted. Nothing in
 2 this paragraph prevents an individual employee from exercising their rights under Section 24.5.A. of
 3 this Article (Reconsideration of a Classification Decision).

4 **24.2. Effective Date of Reclassification, Pay, and FLSA Status.**

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

8 **B.** The table below summarizes the effective date and resulting pay when an
 9 employee’s position is reclassified to job classification within a higher pay grade, the same pay grade,
 10 or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at DHR.	<p>1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at DHR.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to</p>

Reclassification to	Effective Date	Pay Upon Reclassification
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from DHR.	<p>receive merit-over-top.</p> <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 reclassified to an executive leave eligible position, will be eligible to receive executive leave.

24.5. Reconsideration of a Classification Decision

A. **Request for Reconsideration.** A regular employee or a group of regular employees has thirty (30) calendar days to submit a request for reconsideration of a classification decision to DHR. 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. A regular employee must request reconsideration prior to filing a grievance or appeal to the Personnel Board. Failure to request reconsideration to DHR in thirty (30) calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the employees may submit individual requests for reconsideration.

TLTs may request reconsideration only if they are a member of group reclassification request filed by

1 regular employees that is requesting reconsideration.

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

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

8 2. A regular employee or a group of regular employees has thirty (30) calendar
9 days to appeal the reconsideration decision. If the appeal is made through the grievance process,
10 timelines are pursuant to those set forth in Article 5. The timeline would begin from the date of the
11 verification of receipt outlined in Section 24.5.A above. The regular employee, group of regular
12 employees and the County may only present classifications that are active at the time of the hearing
13 to the arbitrator or the Personnel Board.

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

16 **24.6. Notification of Reclassifications and Requests**

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

19 **ARTICLE 25: TERM OF AGREEMENT**

20 25.1. This Agreement shall become effective upon the conclusion of approval process by the
21 King County Council and cover the period January 1, 2023, through December 31, 2025.

22 25.2. Either party may initiate negotiations upon written notice to the other within ninety (90)
23 days of the expiration of this Agreement.

24
25 **APPROVED** this _____ day of _____, 20__.

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By: _____

King County Executive

International Brotherhood of Electrical Workers, Local 77:

Habner

Rex Habner, Business Manager/Financial Secretary

cba code: 101

Addendum A - Wages
International Brotherhood of Electrical Workers Local 77
Transit Division - Department of Transportation
Effective January 1, 2023

Union Code: E2

Job Class Code	PeopleSoft Job Code	Classification Title	January 1, 2023 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 59.35
8207100	730820	Cable Splicer - 2nd Shift			\$ 62.60
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 63.69
8207101	730920	Cable Splicer - Lead 2nd/3rd Shift (107.3%) *			\$ 66.94
8210100	731100	Cable Splicer Chief (113%) *			\$ 67.07
8210100	731120	Cable Splicer Chief 2nd Shift (113%) *			\$ 70.32
8204100	730100	Electrician Constructor			\$ 56.06
8204100	730120	Electrician Constructor - 2nd Shift			\$ 59.31
8204101	730600	Electrician Constructor - Lead (107.5%)*			\$ 60.26
8204101	730620	Electrician Constructor - Lead 2nd Shift (107.5%)*			\$ 63.51
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 63.34
8204200	730720	Electrician Constructor Crew Chief 2nd/3rd Shift (113%) *			\$ 66.59
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 63.34
8204200	731420	Electrician Constructor Crew Temporary Chief 2nd Shift (113%) *			\$ 66.59
8209100	731300	Fire Detection Specialist			\$ 56.06
8209100	731320	Fire Detection Specialist - 2nd/3rd Shift			\$ 59.31
8208200	730000	Line Crew Chief (113%) *			\$ 63.97
8208200	730020	Line Crew Chief (113%) * - 2nd/3rd Shift			\$ 67.22
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 63.97
8208200	731520	Line Crew Temporary Chief (113%) * - 2nd/3rd Shift			\$ 67.22
8206100	730400	Line Material Worker I			\$ 44.46
8206100	730420	Line Material Worker I - 2nd/3rd Shift			\$ 47.71
8206110	730410	Line Material Worker II			\$ 49.96
8206110	730430	Line Material Worker II - Shift			\$ 53.21
8211100	730500	Pole Hauler			\$ 48.54
8211100	730520	Pole Hauler - 2nd Shift			\$ 51.79
8212100	823102	Rail Electrical Worker			\$ 56.61
8212100	823103	Rail Electrical Worker - 2nd/3rd Shift			\$ 59.86
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 60.85

cba code: 101

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

Union Code: E2

Effective January 1, 2023

8212200	823202	Rail Electrical Worker - Lead 2nd/3rd Shift (107.5%) *			\$ 64.10
8213100	824101	Transit Facilities Electrician			\$ 56.06
8213100	824102	Transit Facilities Electrician - 2nd Shift			\$ 59.31
8213100	824103	Transit Facilities Electrician - 3rd Shift			\$ 59.31
8213200	824201	Transit Facilities Electrician - Lead (107.5%) *			\$ 60.26
8213200	824202	Transit Facilities Electrician - Lead 2nd/3rd Shift (107.5%) *			\$ 63.51
8208100	730200	Utility Line Worker			\$ 56.61
8208100	730220	Utility Line Worker - 2nd/3rd Shift			\$ 59.86
8205100	730300	Utility Line Worker - Helper	\$ 38.29	\$ 39.89	\$ 41.63
8205100	730320	Utility Line Worker - Helper 2nd/3rd Shift	\$ 41.54	\$ 43.14	\$ 44.88
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 60.85
8208101	731020	Utility Line Worker - Lead 2nd/3rd Shift (107.5%) *			\$ 64.10

Standby Pay			\$ 6.94
Shift Differential			\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a 4% GWI for 2023

cba code: 101

Addendum A - Wages
International Brotherhood of Electrical Workers Local 77
Transit Division - Department of Transportation
Effective January 1, 2024

Union Code: E2

Job Class Code	PeopleSoft Job Code	Classification Title	January 1, 2024 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 67.28
8207100	730820	Cable Splicer - 2nd Shift			\$ 71.32
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 72.19
8207101	730920	Cable Splicer - Lead 2nd/3rd Shift (107.3%) *			\$ 76.53
8210100	731100	Cable Splicer Chief (113%) *			\$ 76.03
8210100	731120	Cable Splicer Chief 2nd Shift (113%) *			\$ 80.59
8204100	730100	Electrician Constructor			\$ 64.17
8204100	730120	Electrician Constructor - 2nd Shift			\$ 68.02
8204101	730600	Electrician Constructor - Lead (107.5%)*			\$ 68.98
8204101	730620	Electrician Constructor - Lead 2nd Shift (107.5%)*			\$ 73.12
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 72.51
8204200	730720	Electrician Constructor Crew Chief 2nd/3rd Shift (113%) *			\$ 76.86
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 72.51
8204200	731420	Electrician Constructor Crew Temporary Chief 2nd Shift (113%) *			\$ 76.86
8209100	731300	Fire Detection Specialist			\$ 64.17
8209100	731320	Fire Detection Specialist - 2nd/3rd Shift			\$ 68.02
8208200	730000	Line Crew Chief (113%) *			\$ 72.51
8208200	730020	Line Crew Chief (113%) * - 2nd/3rd Shift			\$ 76.86
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 72.51
8208200	731520	Line Crew Temporary Chief (113%) * - 2nd/3rd Shift			\$ 76.86
8206100	730400	Line Material Worker I			\$ 50.40
8206100	730420	Line Material Worker I - 2nd/3rd Shift			\$ 53.90
8206110	730410	Line Material Worker II			\$ 56.64
8206110	730430	Line Material Worker II - Shift			\$ 60.14
8211100	730500	Pole Hauler			\$ 55.02
8211100	730520	Pole Hauler - 2nd Shift			\$ 58.52
8212100	823102	Rail Electrical Worker			\$ 64.17
8212100	823103	Rail Electrical Worker - 2nd/3rd Shift			\$ 68.02
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 68.98

cba code: 101

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

Union Code: E2

Effective January 1, 2024

8212200	823202	Rail Electrical Worker - Lead 2nd/3rd Shift (107.5%) *			\$ 73.12
8213100	824101	Transit Facilities Electrician			\$ 64.17
8213100	824102	Transit Facilities Electrician - 2nd Shift			\$ 68.02
8213100	824103	Transit Facilities Electrician - 3rd Shift			\$ 68.02
8213200	824201	Transit Facilities Electrician - Lead (107.5%) *			\$ 68.98
8213200	824202	Transit Facilities Electrician - Lead 2nd/3rd Shift (107.5%) *			\$ 73.12
8208100	730200	Utility Line Worker			\$ 64.17
8208100	730220	Utility Line Worker - 2nd/3rd Shift			\$ 68.02
8205100	730300	Utility Line Worker - Helper	\$ 43.41	\$ 45.22	\$ 47.19
8205100	730320	Utility Line Worker - Helper 2nd/3rd Shift	\$ 46.91	\$ 48.72	\$ 50.69
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 68.98
8208101	731020	Utility Line Worker - Lead 2nd/3rd Shift (107.5%) *			\$ 73.12
Standby Pay					\$ 7.70
^Shift Differential is 6% with a minimum of \$3.50					6%

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a 4% GWI for 2024 plus a 9% Market Adjustment