



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 18, 2009**

**Ordinance 16630**

**Proposed No.** 2009-0443.1

**Sponsors** Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and memoranda of agreement  
3 negotiated by and between King County and International  
4 Brotherhood of Electrical Workers, Local 77 (Department  
5 of Transportation (Road Services), Office of Information  
6 Resource Management) representing employees in the  
7 departments of natural resources and parks, public health,  
8 transportation and the office of information resource  
9 management; and establishing the effective date of said  
10 agreements.

11  
12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreement and memorandum of  
14 agreement negotiated between King County and International Brotherhood of Electrical  
15 Workers, Local 77 (Department of Transportation (Road Services), Office of Information  
16 Resource Management) representing employees in the departments of natural resources  
17 and parks, public health, transportation and the office of information resource

18 management and attached hereto are hereby approved and adopted by this reference made  
19 a part hereof.

20 SECTION 2. Terms and conditions of said agreements shall be effective from  
21 January 1, 2008, through and including December 31, 2010.

22

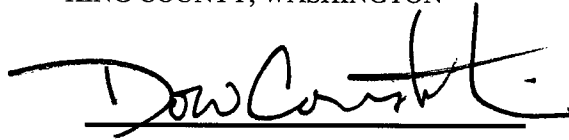
Ordinance 16630 was introduced on 7/20/2009 and passed by the Metropolitan King  
County Council on 8/17/2009, by the following vote:

Yes: 6 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,  
Mr. Gossett and Ms. Patterson

No: 0

Excused: 3 - Ms. Hague, Mr. Phillips and Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



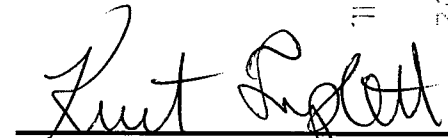
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 24 day of August, 2009.



Kurt Triplett, County Executive

RECEIVED  
2008 AUG 27 AM 9:32  
CLERK  
KING COUNTY COUNCIL

**Attachments**

A. International Brotherhood of Electrical Workers (IBEW) Local 77 and King  
County, B. Memorandum of Agreement by and between King County and  
International Brotherhood of Electrical Workers, Local 77

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

LOCAL 77

AND

KING COUNTY

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ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 3

ARTICLE 3: MANAGEMENT RIGHTS ..... 5

ARTICLE 4: HOLIDAYS ..... 7

ARTICLE 5: VACATIONS ..... 8

ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE ..... 12

ARTICLE 7: WAGE RATES..... 17

ARTICLE 8: OVERTIME..... 19

ARTICLE 9: HOURS OF WORK ..... 21

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE ..... 23

ARTICLE 11: SUBCONTRACTING ..... 24

ARTICLE 12: MISCELLANEOUS ..... 25

ARTICLE 13: GRIEVANCE PROCEDURE..... 27

ARTICLE 14: REDUCTION IN FORCE AND REHIRE ..... 29

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY..... 30

ARTICLE 16: SAVINGS CLAUSE..... 31

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION..... 32

ARTICLE 18: WAIVER CLAUSE..... 33

ARTICLE 19: DURATION..... 34

ADDENDUM A: ..... 35

1                   **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**  
2   **LOCAL 77**  
3   **AND**  
4   **KING COUNTY**

5  
6           These Articles constitute an agreement, the terms of which have been negotiated in good faith,  
7 between King County ("County") and the International Brotherhood of Electrical Workers, Local 77  
8 ("Union"). This Agreement shall be subject to approval by Ordinance by the Metropolitan King  
9 County Council.

10  
11   **ARTICLE 1: PURPOSE**

12           A. The intent and purpose of this Agreement is to promote the continued improvement of the  
13 relationship between King County and its employees by providing a uniform basis for implementing  
14 the right of public employees to join organizations of their own choosing, and to be represented by  
15 such organizations in matters concerning their employment relations with King County, and to set  
16 forth the wages, hours, and other working conditions of such employees in appropriate bargaining  
17 units provided the County has authority to act on such matters and further provided the matter has not  
18 been delegated to any civil service commission or personnel board similar in scope, structure and  
19 authority as defined in R.C.W. 41.56.

20           B. Joint Labor Management Committee.

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

- 25                   1. To provide fair and reasonable rates of pay, hours, and working conditions for the  
26 employees concerned with the operations of King County as covered by this Agreement;  
27                   2. To ensure the making of appointments and promotions as provided under the merit  
28 system and this Agreement;

- 1                   3. To provide stability of employment and to establish satisfactory tenure;
- 2                   4. To provide for improvement programs designed to aid employees in achieving their
- 3 acknowledged and recognized objectives as outlined in this Agreement;
- 4                   5. To promote the highest degree of efficiency and responsibility in the performance
- 5 of the work and the accomplishment of the public purposes of King County;
- 6                   6. To resolve disputes arising between King County and the Union relating to matters
- 7 covered by this Agreement.
- 8                   7. To promote systematic labor/management cooperation between King County and
- 9 its employees.

10           The JLMC does not waive or diminish management rights and does not waive or diminish  
11 Union rights of grievance or bargaining. The parties recognize that the JLMC may not be able to  
12 resolve every issue.

13           Process: The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be  
14 co-equal; there will be a relative balance of representatives from management and the Union (while  
15 the numbers may not be exactly the same, neither party should dominate in number of participants).

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

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2           **Section 1.** The County recognizes the Union as the sole collective bargaining representative  
3 of all employees whose job classifications are listed in Addendum A, which by this reference is made  
4 a part of this Agreement, or in new or added classifications where the employees perform  
5 substantially similar work as the present job classifications.

6           **Section 2.** It shall be a condition of employment that all employees covered by this  
7 Agreement who are members of the Union in good standing on the effective date of this Agreement  
8 shall remain members in good standing and those who are not members on the effective date of this  
9 Agreement shall, on the thirtieth day following the effective date of this Agreement, become and  
10 remain members in good standing in the Union or pay an agency fee. It shall also be a condition of  
11 employment that all employees covered by this Agreement and hired or assigned into the bargaining  
12 unit on or after its effective date shall, on the thirtieth day following the beginning of such  
13 employment, become and remain members in good standing in the Union or pay an agency fee.

14           **Section 3.**

15           **A.** Nothing contained in Section 2 or in the Agreement shall require an employee to  
16 join the Union should the employee hold bona fide religious tenets or teachings which prohibit the  
17 payment of dues or initiation fees to Union organizations.

18           **B.** Employees exempted from Section 2 by the provisions of Section 3 (A) shall pay  
19 an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable  
20 organization mutually agreed upon by the employee affected and the Union to which such employee  
21 would otherwise pay the dues and initiation fee. The employee shall furnish written proof that each  
22 payment has been made each month.

23           **C.** If the employee and the Union cannot reach agreement on the non-religious  
24 organization to which the payments shall be made under this Section, the Public Employment  
25 Relations Commission shall designate the non-religious charitable organization.

26           **Section 4.** The County shall discharge any employee who fails to comply with the  
27 requirements of Sections 2 and 3, following written notice from the Union of such failure.

28           **Section 5. Dues Deduction.** Upon receipt of written authorization individually signed by a

1 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
2 of dues and initiation fees as certified by the secretary of the Union and shall transmit the same to the  
3 treasurer of the Union.

4       **Section 6.** The Union will indemnify, defend and hold the County harmless against any  
5 claims made and against any suit instituted against the County on account of check-off of dues for the  
6 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the  
7 check-off provision upon presentation of proper evidence thereof.

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

2       **Section 1.** The Union recognizes the prerogatives of King County to operate and manage its  
3 affairs in all respects in accordance with its responsibilities and powers of authority.

4       **Section 2.** King County management has the right to schedule overtime work as required and  
5 consistent with requirements of public employment.

6       **Section 3.** It is understood by the parties that every incidental duty connected with operations  
7 enumerated in job descriptions is not always specifically described.

8       **Section 4.** King County reserves the right to discipline and discharge for just cause. King  
9 County reserves the right to lay off personnel for lack of work or funds, or for the occurrence of  
10 conditions beyond the control of King County, or when such continuation of work would be wasteful  
11 and unproductive. King County shall have the right to determine reasonable schedules of work and to  
12 establish the methods and processes by which such work is performed.

13       **Section 5.** No policies or procedures in this Agreement shall be construed as delegating to  
14 others or as reducing or abridging the following management responsibilities:

15           A. The responsibility for determining classification, status and tenure of employees,  
16 establishing rules, initiating promotions and disciplinary actions and certifying payrolls.

17           B. The responsibility of division managers governed by Charter provisions,  
18 ordinances and Personnel Guidelines which include, but are not limited to the following:

19                   1. To suspend, demote, discharge or take other disciplinary action against  
20 employees for just cause;

21                   2. To relieve employees from duties because of lack of work, lack of funds, or  
22 for disciplinary reasons;

23                   3. To determine methods, means and employees necessary for departmental  
24 operations;

25                   4. To control the departmental budget(s);

26                   5. To take whatever actions are necessary in emergencies in order to assure the  
27 proper functioning of the departments.

28       **Section 6.** Nothing in this contract shall be construed to delete, add or restrict any provision



1 of the King County Charter. Any provision or part thereto of this contract shall be void if found to be  
2 in conflict with the King County Charter.

3           **Section 7.** Employees outside of the bargaining unit may be temporarily assigned to work  
4 within the bargaining unit for a period not to exceed thirty (30) working days without being subject to  
5 the provisions of Article 2, Union Recognition and Membership.

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1 **ARTICLE 4: HOLIDAYS**

2 All employees shall be granted the following holidays with pay:

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4 New Year's Day	January 1st
5 Martin Luther King, Jr.'s Birthday	Third Monday in January
6 Presidents' Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4th
9 Labor Day	First Monday in September
10 Veteran's Day	November 11th
11 Thanksgiving Day	Fourth Thursday in November
12 Day after Thanksgiving	
13 Christmas Day	December 25th

13 and any day designated by public proclamation of the chief executive of the State as a legal holiday.

14 Each employee shall receive two (2) additional personal holidays to be administered through  
15 the vacation plan. One day shall be granted to all eligible employees on the first of October and the  
16 second shall be granted to all eligible employees on the first of November of each year. These days  
17 may be used in the same manner as any vacation day earned.

18 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the  
19 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

20 Holidays paid for but not worked shall be recognized as time worked for the purpose of  
21 determining weekly overtime.

22 Work performed by hourly employees on holidays shall be paid at one and one-half (1-1/2)  
23 times the regular rate in addition to the regular holiday pay. FLSA exempt employees are not eligible  
24 for any additional pay for work performed on a holiday.

25 Total holiday hours shall not exceed ninety-six (96) hours per year, except by public  
26 proclamation of the chief executive. Employees working alternative work schedules will receive  
27 eight (8) hours of holiday pay. All holidays shall be observed in accordance with R.C.W. 1.16.050, as  
28 amended.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Regular full-time and regular part-time employees shall be eligible to accrue  
3 vacation leave benefits for each hour in pay status exclusive of overtime as described in the following  
4 table except in those instances expressly provided for in other sections of this Article:

5			Hourly	Equivalent
6	Full Years of Service		Accrual	Annual
7			Rate	Leave
8				In Days
9	Upon hire through end of Year	5	.0460	12
10	Upon beginning of Year	6	.0577	15
11	Upon beginning of Year	9	.0615	16
12	Upon beginning of Year	11	.0769	20
13	Upon beginning of Year	17	.0807	21
14	Upon beginning of Year	18	.0846	22
15	Upon beginning of Year	19	.0885	23
16	Upon beginning of Year	20	.0923	24
17	Upon beginning of Year	21	.0961	25
18	Upon beginning of Year	22	.1000	26
19	Upon beginning of Year	23	.1038	27
20	Upon beginning of Year	24	.1076	28
21	Upon beginning of Year	25	.1115	29
22	Upon beginning of Year	26	.1153	30
	and beyond			

23 **Section 2.** Regular employees shall accrue vacation leave from their date of hire.

24 **Section 3.** Regular employees shall not be eligible to take or be paid for vacation leave until  
25 they have successfully completed their first six months of County service, and if they leave County  
26 employment prior to successfully completing their first six months of County service, shall forfeit and  
27 not be paid for accrued vacation leave. This section does not prevent employees from using accrued  
28 vacation for a qualifying event under the Washington Family Care Act. Regular employees shall be

1 paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they  
2 have successfully completed their first six months of County service. Payment shall be the accrued  
3 vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving  
4 County employment less mandatory withholdings.

5 **Section 4.** The division manager shall be responsible for establishing a vacation schedule in  
6 such a manner as to achieve the most efficient functioning of the division. No person shall be  
7 permitted to work for compensation for the County in any capacity during a time of that person's paid  
8 vacation from the County service.

9 **Section 5.** Full-time regular employees may accrue up to sixty (60) days vacation. Part-time  
10 regular employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally  
11 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior  
12 to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will  
13 result in forfeiture of the vacation leave beyond the maximum amount unless the County has  
14 approved a carryover of such vacation leave because of cyclical workloads, work assignments or  
15 other reasons as may be in the best interests of the County. In order to be eligible for carryover of  
16 vacation leave beyond the maximum accrual, an employee must have made a request to use vacation  
17 leave during the calendar year, and the appointing authority must have disapproved such request. In  
18 order to be eligible for carryover of excess vacation leave, a written plan must be developed and  
19 approved by the employee and appointing authority. This plan must outline how the excess vacation  
20 will be used in the next year. The Human Resources Division of the Department of Executive  
21 Services as well as the appointing authority must approve all requests for carryover of vacation.  
22 Employees may accrue up to four hundred and eighty (480) hours of vacation.

23 **Section 6.** Employees shall not use or be paid for vacation leave until it has accrued and such  
24 use or payment is consistent with the provisions of this Article.

25 **Section 7.** No employee shall work for compensation for the County in any capacity during  
26 the time that the employee is on vacation leave.

27 **Section 8.** Employees who are FLSA overtime eligible may use vacation in one-quarter (1/4)  
28 hour increments, at the discretion of the division manager. FLSA-exempt employees may use

1 vacation in increments of not less than one (1) day.

2       **Section 9.** In cases of separation from County employment by death of an employee with  
3 accrued vacation leave and who has successfully completed his/her first six months of County  
4 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the  
5 employee's estate, or, in applicable cases, as provided for by state law, R.C.W. Title II.

6       **Section 10.** If an employee resigns from County employment or is laid off and subsequently  
7 returns to County employment within two (2) years from such resignation or lay off, as applicable, the  
8 employee's prior County service shall be counted in determining the vacation leave accrual rate under  
9 Section 1.

10       **Section 11.**

11           A. Any regular employee may donate a portion of his or her accrued vacation leave to  
12 another employee who accrues vacation leave, donation will occur upon written request to and  
13 approval of the donating and receiving employees' division manager(s), except that requests for  
14 vacation donation made for the purposes of supplementing the sick leave benefits of the receiving  
15 employee shall not be denied unless approval would result in a departmental hardship for the  
16 receiving department.

17           B. The number of hours donated shall not exceed the donor's accrued vacation credit  
18 as of the date of the request. No donation of vacation hours shall be permitted where it would cause  
19 the employee receiving the transfer to exceed his or her maximum vacation accrual.

20           C. Donated vacation leave hours must be used within ninety calendar days following  
21 the date of donation. Donated hours not used within ninety days or due to the death of the receiving  
22 employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation  
23 leave payoff provisions contained in this Article. For purposes of this Section, the first hours used by  
24 an employee shall be accrued vacation leave hours.

25           D. All donations of vacation leave made under this section are strictly voluntary.  
26 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation  
27 or benefits in exchange for donating leave hours.

28           E. All vacation hours donated shall be converted to a dollar value based on the

1 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by  
2 the receiving employee's hourly rate to determine the actual number of hours received. Unused  
3 donated vacation shall be reconverted based on the donor's straight time hourly rate at the time of  
4 reconversion.

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1 **ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE**

2 **Section 1.** Full-time regular employees and part-time regular employees, shall accrue sick  
3 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except  
4 that sick leave shall not begin to accrue until the first of the month following the month in which the  
5 employee commenced employment. The employee is not entitled to sick leave if not previously  
6 earned.

7 **Section 2.** During the first six months of service, employees eligible to accrue vacation leave  
8 may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension  
9 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave  
10 must be reimbursed to the County upon termination. This section does not apply to employees using  
11 accrued vacation for a qualifying event under the Washington Family Care Act.

12 **Section 3.** Employees who are FLSA overtime eligible may use sick leave in quarter hour  
13 increments, at the discretion of the division manager. FLSA-exempt employees may use sick leave in  
14 increments of not less than one (1) day.

15 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible  
16 employee.

17 **Section 5.** Division management is responsible for the proper administration of the sick leave  
18 benefit. Verification of illness from a licensed practitioner may be required for any requested sick  
19 leave absence.

20 **Section 6.** Separation from or termination of County employment except by reason of  
21 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave  
22 accrued to the employee as of the date of separation or termination. Should the employee resign or be  
23 laid off and return to County employment within two years, accrued sick leave shall be restored.

24 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at  
25 least five years of County service and who retire as a result of length of service or who terminate by  
26 reason of death shall be paid, or their estates paid or as provided for by R.C.W. Title 11, as  
27 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave  
28 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less

1 mandatory withholdings. This sick leave cash-out is subject to the adoption of a Voluntary Employee  
2 Beneficiary Association (VEBA).

3 **Section 8.** Accrued sick leave may only be used for the following reasons:

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

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

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

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

13 C. Exposure to contagious diseases and resulting quarantine.

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

16 E. The employee's medical, ocular or dental appointments, provided that the  
17 employee's division manager has approved the use of sick leave for such appointments.

18 F. To care for the employee's child or the child of an employee's domestic partner if  
19 the child has an illness or health condition which requires treatment or supervision by the employee.  
20 A child means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person  
21 standing in loco parentis (in the place of a parent), who is either less than eighteen (18) years old or is  
22 more than eighteen (18) years old but is incapable of self-care due to mental or physical disability.

23 G. **Family Medical Leave**, To care for family members or themselves, if:

24 1. For King County Family Medical Leave the employee has been employed  
25 by the County for twelve (12) months or more and has actually worked a minimum of one thousand  
26 forty (1040) hours (40 hour employee) in the preceding twelve (12) months (paid leaves such as  
27 holiday, vacation and sick leave are not considered hours worked) and for Federal Family Medical  
28 Leave the employee has worked 1250 hours in the preceding 12 months.



1                   2. The family member is the employee's spouse or domestic partner, the parent  
2 of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco  
3 parentis to the employee, the employee's spouse or domestic partner; and

4                   3. The reason for leave is one of the following:

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

8                   b. Care of a family member who has a serious health condition.

9                   H. As otherwise provided by state and federal law, including the Washington Family  
10 Care Act.

11               **Section 9.** An employee who has exhausted all of his/her sick leave may use accrued vacation  
12 leave as sick leave before going on leave of absence without pay, if approved by his/her division  
13 manager.

14               **Section 10.** Donation of sick leave hours.

15               A. Any regular employee may donate a portion of his or her accrued sick leave to  
16 another employee who accrues sick leave upon written notice to the donating and receiving  
17 employee's division manager.

18               B. No donation shall be permitted unless the donating employee's sick leave accrual  
19 balance immediately subsequent to the donation is one hundred hours or more. No employee may  
20 donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

21               C. Donated sick leave hours must be used within ninety calendar days. Donated hours  
22 not used within ninety (90) days or due to the death of the receiving employee shall revert to the  
23 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in  
24 this Article, and sick leave restoration provisions contained in this Article. For purposes of this  
25 section, the first hours used by an employee shall be accrued sick leave hours.

26               D. All donations of sick leave are strictly voluntary. Employees are prohibited from  
27 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for  
28 donating sick leave hours.

1 E. All sick leave hours donated shall be converted to a dollar value based on the  
2 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by  
3 the receiving employee's hourly rate to determine the actual number of hours received. Unused sick  
4 leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

5 **Section 11. Leave - Organ Donors.**

6 A. The appointing authority shall allow all employees eligible for family leave, sick  
7 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in  
8 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney  
9 transplants, or blood transfusions to take five days paid leave without having such leave charged to  
10 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee  
11 shall:

12 1. Give the division manager reasonable advance notice of the need to take  
13 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is  
14 a reasonable expectation that the employee's failure to donate may result in serious illness, injury,  
15 pain or the eventual death of the identified recipient.

16 2. Provide written proof from an accredited medical institution, organization  
17 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or  
18 tissue or to participate in any other medical procedure where the participation of the donor is unique  
19 or critical to a successful outcome.

20 B. Time off from work for the purposes set out above in excess of five (5) working  
21 days shall be subject to existing leave policies.

22 **Section 12. Bereavement Leave.**

23 A. Regular, full-time employees shall be entitled to three (3) working days of  
24 bereavement leave per instance, due to death of members of their immediate family.

25 B. Regular, full-time employees who have exhausted their bereavement leave, shall be  
26 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a  
27 member of the employee's immediate family.

28 C. In cases of family care where no sick leave benefit exists, the employee may be

1 granted leave without pay.

2           D. In the application of any of the foregoing provisions, when a holiday or regular day  
3 off fall within the prescribed period of absence, it shall not be charged against the employee's sick  
4 leave account nor bereavement leave credit.

5           E. For the purposes of this Article, a member of the immediate family is as follows:  
6 spouse, domestic partner, grandparent, parent, child, sibling, siblings of spouse or domestic partner,  
7 child-in-law, parent-in-law, grandchild of the employee, or the grandchildren of the employee's  
8 spouse or domestic partner.

9           **Section 13. Family Medical Leave.** Employees are eligible for family leave pursuant to  
10 County ordinance. To the extent Washington State law provides more extensive benefits for use of  
11 paid leave for family care, the Union and Employer recognize that state law shall prevail.

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1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage rates for the period from January 1, 2008 through December 31, 2010 shall  
3 be in accordance with the job classifications and rates in Addendum A of this Agreement.

4 **Section 2.** Employees assigned to classifications in which more than one rate of pay exists  
5 shall be advanced as follows:

6 New employees shall generally be hired at the first step and advanced to the next higher step  
7 upon the completion of six months of continuous service. New employees may be hired in above the  
8 first step at the discretion of the Department. Advancement to each succeeding step thereafter shall  
9 occur after completion of one additional year of continuous service. Denial of a step increase for  
10 cause may be authorized by the division manager, provided that the employee so affected is served  
11 with written notification in advance outlining the reasons for such action and provided with a written  
12 review every three months thereafter as long as such denial remains in effect.

13 The current incumbent in the Automated Scale Technician Classification shall be  
14 grandfathered as being compensated in accordance with the County's merit pay plan.

15 **Section 3.**

16 **A.** Employees assigned by proper authority to a Supervisor position shall be  
17 compensated at the higher rate for all time so spent.

18 **B.** Whenever an employee who is performing the same duties as other employees in a  
19 classification is assigned limited supervisory duties (such as distribution of work assignments,  
20 maintaining a balanced work load among a group and keeping a record of work, production, or  
21 attendance over employees in the same classification or a classification having the same entrance  
22 salary), and these duties do not justify reallocation to a supervisory classification, the appointing  
23 authority may designate the employee as a "lead worker". The "lead worker" performs work under  
24 the direction of a supervisor of a higher level who may not be present to give constant supervision to  
25 the work because of duties and assignments performed in other areas. The appointing authority has  
26 sole discretion regarding the selection or designation of which bargaining unit member is designated  
27 as lead worker. An employee designated by the appointing authority as "lead worker" is eligible for  
28 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At

