

December 7, 1994  
lrm2:ordfm

Introduced by BRIAN DERDOWSKI  
Proposed No. 94 - 808

ORDINANCE NO. 11614

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Brotherhood of Electrical Workers, Local 77, representing employees in the Transit Division of the Department of Metropolitan Services; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and International Brotherhood of Electrical Workers, Local 77, representing employees in the transit division of the department of metropolitan services and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 12<sup>th</sup> day of December, 1994.

PASSED by a vote of 13 to 0 this 19<sup>th</sup> day of December, 1994.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 29<sup>th</sup> day of December, 1994.

Greg Lohme  
King County Executive

## FISCAL NOTE

Ordinance/Motion Title: IBEW, Local 77Affected Agency/Agencies: MSD - Transit Division**REVENUE IMPACT:**Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

**Expenditure Impact:**Was expenditure anticipated in current years budget? Yes, the budget assumed substantially the same costs.

Assumptions used in estimating expenditure include:

For	June 1995	US CPI-W Index	149.2
"	June 1996	Seattle CPI-W Index	153.3
"	June 1997	Seattle CPI-W Index	157.6

PERS 7.58%

FICA 7.65%

Growth of Seattle area CPI-W Index equal to growth of national CPI-W.

Hours paid don't change from 1995 budget.

All costs shown are in comparison to 1994 expense.

**Retirement Impact:**

Average 1995 wage = \$22.16

Average Sick Leave Balance at retirement = 800 hours

One retiree per year



11614

AGREEMENT BY AND BETWEEN

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

LOCAL 77

EFFECTIVE January 1, 1995 THROUGH December 31, 1997

11614

TABLE OF CONTENTS

	Page
PARTIES TO THE AGREEMENT . . . . .	1
PURPOSE OF THIS AGREEMENT . . . . .	2
NON-DISCRIMINATION . . . . .	3
ARTICLE 1 - SCOPE OF AGREEMENT . . . . .	4
ARTICLE 2 - DURATION, MODIFICATION, AND CHANGES . . . . .	5
ARTICLE 3 - EMPLOYMENT . . . . .	6
ARTICLE 4 - UNION MEMBERSHIP . . . . .	7
ARTICLE 5 - JOINT LABOR MANAGEMENT . . . . .	8
ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE . . . . .	10
ARTICLE 7 - WORK STOPPAGE . . . . .	15
ARTICLE 8 - HOLIDAYS . . . . .	16
ARTICLE 9 - VACATION . . . . .	18
ARTICLE 10 - SICK LEAVE . . . . .	23
ARTICLE 11 - INDUSTRIAL INJURY OR ILLNESS . . . . .	25
ARTICLE 12 - HOSPITAL/MEDICAL DENTAL COVERAGE . . . . .	26
ARTICLE 13 - LEAVE OF ABSENCE . . . . .	27
ARTICLE 14 - APPRENTICESHIP . . . . .	31
ARTICLE 15 - HOURS OF WORK . . . . .	32
ARTICLE 16 - OVERTIME . . . . .	34

ARTICLE 17 - WAGE RATES .....	35
ARTICLE 18 - TRAVEL .....	37
ARTICLE 19 - MEAL PERIODS .....	38
ARTICLE 20 - UNION REPRESENTATIVES .....	41
ARTICLE 21 - STEWARDS .....	42
ARTICLE 22 - SAFETY AND HEALTH .....	43
ARTICLE 23 - WORK OUTSIDE OF CLASSIFICATION .....	44
ARTICLE 24 - WORKING RULES .....	45
ARTICLE 25 - DISTRIBUTION OF AGREEMENT .....	46
ARTICLE 26 - GENERAL AND MISCELLANEOUS .....	47
ARTICLE 27 - SAVING CLAUSE .....	48
ARTICLE 28 - WORKING RULES FOR ELECTRICAL WORKERS .....	49
ARTICLE 29 - TEMPORARY EMPLOYEES .....	60
ARTICLE 30 - TERM OF AGREEMENT .....	62
SCHEDULE "A" - WAGE SCHEDULE .....	63
SCHEDULE "B" - BENEFITS	
Section 1 - Medical .....	65
Section 2 - Dental Insurance .....	66
Section 3 - Extended Disability .....	66
Section 4 - Vision Care .....	67
SCHEDULE "C" - COST OF LIVING .....	68

11614

AGREEMENT

By and Between

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES

and

I.B.E.W., LOCAL NO. 77

THIS AGREEMENT is made and entered into by and between the King County Department Of Metropolitan Services, its successors and assigns, hereinafter referred to as "Metro", and the International Brotherhood of Electrical Workers, Local Union No. 77, signatory hereto; the Union being recognized as the representative of certain Metro employees as set forth under Schedule "A".

## WITNESSETH

## PURPOSE OF THIS AGREEMENT

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



11614

NON-DISCRIMINATION

Metro and the Union are committed to providing equal employment opportunity for all new applicants for employment as well as for present employees. Metro and the Union pledge to use affirmative action to comply with all applicable federal and state laws and regulations which prohibit discrimination based on race, creed, color, religion, national origin, age, marital status, sexual orientation, sex or disability:

Whenever words denoting the masculine gender are used in this Agreement, it is understood that they are intended to apply equally to either gender.

## ARTICLE 1 - SCOPE OF AGREEMENT

This Agreement is applicable to employees of Metro as noted in the classifications of Schedule "A", who have designated as their representative I.B.E.W., Local Union No. 77.

2.1 For and in consideration of the promises and obligations of each party to the other as hereinafter set forth, the parties hereby agree to the following conditions of employment from January 1, 1995 to and including December 31, December 31, 1997 and from year to year thereafter unless either party notifies the other party not less than ninety days prior to the expiration date of this Agreement of its desire to terminate or amend the same for the following year. If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, the working rules shall be subject to changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive.

Metro shall select all employees in accordance with the Merit System. When Metro has openings, the Union will be so notified in writing and invited to refer qualified applicants within five (5) working days of such notice. Such notice shall stipulate classification, special skills, if any, and affirmative action needs, if any. After five (5) working days Metro may seek additional applicants through its Employment Office.

11614

ARTICLE 4 - UNION MEMBERSHIP

4.1 Each regular full-time employee within the bargaining unit shall make application to become a member of the Union within thirty (30) days following the date of employment with the unit and shall maintain such membership in good standing. Failure by any employee to apply for and/or maintain Union membership in accordance with this provision shall constitute cause for discharge of such employee; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in Metro employment.

4.2 Metro agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by Metro.

Purpose

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

- (1) To provide fair and reasonable rates of pay, hours, and working conditions for the employees concerned with the operations of Metro as covered by this Agreement;
- (2) To ensure the making of appointments and promotions as provided under the merit system and this Agreement;
- (3) To provide stability of employment and to establish satisfactory tenure;
- (4) To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this Agreement;

# 11614

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

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

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

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

### Purpose

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

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

## ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the Union, or any of its members, and Metro with respect to the interpretation of application of any of the terms of this Agreement shall be resolved by the following procedure:

## 6.1 Grievance Procedure

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

(1) Identity of the employee or employees who claim to be aggrieved.

(2) Date of the occurrence, nature of the grievance, and the facts upon which it is based.

(3) The remedy or correction sought.

(4) The section or sections of this Agreement allegedly violated.

B. Step 1: Within ten (10) days of the act being grieved the steward and/or employee shall present the written grievance to the Supervisor of Power/designee. Thereafter, the Supervisor of Power/designee shall meet with the employee and/or shop steward to discuss the grievance.



11614

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

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

Step 3: If no agreement was reached at Step (2), the grievance may be presented to the Human Resources Director within ten (10) days of receipt of the Step 2 response. Thereafter, the Business Representative/designee of the Union

will meet with the Human Resources Director/designee and other appropriate Metro personnel for the purpose of resolving the grievance. The meeting shall be held within fifteen (15) days of the Step 3 referral.

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

#### 6.2 Arbitration Procedure

A. (1) In the event that the grievance is not resolved in accordance with the provisions of this grievance procedure it may be submitted to an impartial arbitrator selected using the following procedure:

a. Metro and the Union shall mutually agree upon an impartial arbitrator.

b. The selected impartial arbitrator may hear one (1) or more cases if mutually agreed by both parties and provided

said arbitrator hears and decides each case independently before proceeding to the next case.

c. If the parties cannot agree upon the selection of an arbitrator, the parties will request a list of five (5) arbitrators from the American Arbitration Association, and the parties will by lot determine which strikes off first of the list of Arbitrators and proceed to the list until one arbitrator remains.

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

(3) The party desiring arbitration shall give notice thereof within the time limits set forth in Step 3 of the grievance procedure. The time limitations within this article may be extended by mutual agreement between the parties.

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

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

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

(7) The expense of the impartial arbitrator shall be borne equally by the parties.

11614

ARTICLE 7 - WORK STOPPAGE

The public interest in the accomplishment of the purposes of Metro always being paramount, Metro and the Union further agree that, pending the determination or adjustment of any issue arising between them there will be no change in the conditions of any memorandum-of-agreement or recorded understanding applicable to such issue, and there will be no stoppage or interference with the progress of work.

8.1 All regular employees and benefit eligible temporary employees shall be entitled to the following legal holidays without reduction in pay:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Martin Luther King's Birthday  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The Day following Thanksgiving  
Christmas Day

In addition, each employee may choose one (1) additional holiday each year upon approval by the Supervisor of Power/designee.

To be eligible for the holiday, such employees must be on pay status on the regularly scheduled work day immediately preceding and immediately following a holiday.

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

cause shall not be entitled to pay for the holiday, if any, following their last day of work.

8.3 The Tuesday through Saturday crews, when confronted with a shift including a holiday which falls on a Saturday, shall take that Saturday off as their holiday. If Saturday is to be recognized as the crew's holiday, then the preceding Friday shall be recognized as their regular work day.

8.4 The Sunday through Thursday crews, when confronted with a shift including a holiday which falls on a Sunday, shall take that Sunday off as their holiday, then the following Monday shall be recognized as their regular work day.

8.5 A crew consisting of at least one (1) Line Worker-Utilities and one (1) Line Material Worker will be assigned to work those holidays on which Metro operates trolley coaches on a weekday schedule.

9.1 Regular employees and benefit eligible temporary employees on a five (5) day work week basis shall receive vacation at the rate of twelve (12) working days per year based upon the assumption that an individual has eighty (80) paid hours in a pay period. If the employee has less than eighty (80) paid hours, the employee will accrue pro rata vacation based on actual paid hours.

9.2 For service less than one (1) year, employees shall be granted vacation at the rate of one (1) day for each month of actual service in the preceding calendar year. Such "actual service" to be determined in the same manner as stated in 9.1 for salary purposes.

9.3 For service of less than a full year, employees eligible for additional vacation allowance shall be granted additional vacation proportionately for each month of actual service to the nearest four (4) hours of vacation allowance.

9.4 Temporary or intermittent employees who leave the employment of Metro and are later re-employed, shall commence



their actual service with the date of re-employment, unless otherwise provided under Article 29.

9.5 Any vacation earned must be taken within the calendar year next succeeding the calendar year in which service was rendered, with the following exceptions:

9.6 Employees who are laid off, retired, or who resign after more than one (1) year's service shall be given proportionate vacation earned in the current year, together with any unused earned vacation for the preceding calendar year before being separated from the payroll, unless otherwise provided under Article 29.

9.7 Upon the death of an employee in active service, pay will be allowed for any vacation earned in the preceding year and in the current year which has not been taken prior to the death of such employee.

9.8 Any employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and not taken prior to separation from Metro, but not for the current year, unless otherwise provided under Article 29.

9.9 An employee granted an extended leave of absence, which includes the next succeeding calendar year, shall be given

proportionate vacation earned in the current year before being separated from the payroll.

9.10 An employee returning from military leave of absence shall be given a vacation allowance for the previous calendar year as if he/she had been employed.

9.11 The minimum vacation to be taken by any employee shall be one (1) hour .

9.12 The Supervisor of Power/designee shall arrange vacation time of employees on such shifts as will least interfere with the functions of Metro.

9.13 Employees with less than five (5) years service shall receive vacation at the rate of twelve (12) working days per year.

9.14 Employees with more than five (5) years of service shall receive vacation at the following rate:

<u>Year of Employment</u>	<u>Annual Vacation Days Earned</u>
5 or more years' service	15 working days per year
8 or more years' service	16 working days per year
10 or more years' service	20 working days per year
16 years' service	21 working days per year
17 years' service	22 working days per year
18 years' service	23 working days per year
19 years' service	24 working days per year
20 years' service	25 working days per year
21 years' service	26 working days per year
22 years' service	27 working days per year

11614'

23 years' service  
24 years' service  
25 years' service

28 working days per year  
29 working days per year  
30 working days per year

Any improvements to the vacation accrual rate that are negotiated between Metro and other Unions through the collective bargaining process shall, upon Union request, re-open this section for negotiation.

9.15 Additional vacation allowance for employees with five (5) or more years of service shall accrue on January 1 of the year in which the service requirement is met.

9.16 Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Employees with five (5) years of continuous active service may carry over three (3) days of vacation annually; employees with ten (10) years of continuous active service may carry over four (4) days of vacation annually; and employees with fifteen (15) or more years of continuous active service may carry over five (5) days of vacation annually. Employees shall not be permitted to carry over and/or accumulate more vacation days than their current annual earned vacation.

Employees who desire to carry over vacation must make their request at the time vacations are being scheduled.

9.17 Employees who elect to use five (5) or more days of accumulated carry-over vacation at one time may be required to request such use from the Supervisor of Power/designee at least sixty (60) days in advance.

9.18 An employee may, upon approval of the Supervisor of Power/designee, carry over a maximum of twenty (20) days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness, or section work schedules.

10.1 All regular and benefit eligible temporary employees in classifications covered by this Agreement shall be entitled to accumulate sick leave at the rate of .046 hours for each hour on regular pay status, but not to exceed forty (40) hours per week. Employees shall be entitled to use sick leave after thirty (30) days of employment, unless otherwise provided under Article 28.

10.2 Unlimited sick leave credit can be accumulated. However, no employee shall be paid sick leave in excess of his/her accumulated sick leave balance. Upon retirement, thirty-five percent (35%) of accumulated sick leave shall be made available at the straight-time rate of pay in effect at the time of retirement. Employees retiring under the City of Seattle retirement plan may elect to have the legal equivalent paid for medical care premiums in lieu of cash.

10.3 Cash payment of unused sick leave may be deferred for a period of one (1) year or less; provided, however, that the employee notifies the Metro Human Resource Office of his/her desire to do so at the time of retirement. Requests for deferred cash payment of unused sick leave shall be made in writing.

10.4 The employee shall promptly notify the Supervisor of Power/designee, by telephone or otherwise, on his/her first day off due to illness. If an employee is on a special work shift, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify the Supervisor of Power/designee as far in advance as possible of his/her scheduled time to report for work.

10.5 Employees may use up to five (5) days of sick leave per calendar year for the emergency care of a member of the immediate family who resides with the employee.

10.6 Employees may also use sick leave for the care of a qualified dependent child in accordance with Metro Personnel Policies and Procedures No. 1.88.

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

## ARTICLE 12 - HOSPITAL/MEDICAL DENTAL COVERAGE

12.1 All regular and benefit eligible temporary employees in classifications covered by this Agreement, and their dependents, will be provided hospital medical coverage with levels of coverage as specified under Schedule "B".

12.2 Hospital and medical coverage shall be available upon the first of the month following thirty (30) days of continuous service as administered by Metro, unless otherwise provided under Article 29.

12.3 A dental plan with levels of coverage as specified under Schedule "B" shall be available to regular and benefit eligible temporary employees covered by this Agreement, and their dependents, upon the first of the month following thirty (30) days of service, unless otherwise provided under Article 29.



13.1 (A) A leave of absence without pay for other than military leave may be granted to an eligible employee by the Supervisor of Power/designee. Employees must request a leave of absence without pay in writing and present the request to the Supervisor of Power/designee. The employee must use all accumulated vacation before being granted a leave of absence without pay. However, if in the judgment of the Supervisor of Power/designee there is a serious medical reason for the leave, the employee does not have to use accumulated vacation time prior to being granted a leave of absence without pay.

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

(C) Except as allowed for military leave or as may be required by applicable federal or state law, an employee on leave of absence without pay will not qualify for paid employee benefits during the leave period if the leave is for thirty (30) or more days. The employee's supervisor must notify the

department's benefits and records section immediately of any leave of absence in excess of thirty (30) days.

(D) The department will reinstate employees in their former classification at the end of a leave of absence without pay provided the employees are able to perform the duties of their positions. Employees on leave will be subject to layoff to the same extent as active employees. Failure to return from leave of absence without pay on the specified date will constitute a resignation.

13.2 One (1) day of leave per Agreement year without loss of pay may be taken with approval of the Supervisor of Power/designee when it is necessary that the employee be off work in the event of a family emergency.

13.3 (A) Eligible employees will be granted a leave of absence of up to six (6) months in conjunction with the birth or adoption and subsequent bonding needs of their children. Requests for such leave must be submitted in writing sixty (60) days in advance of the anticipated date of leave. As part of this six (6) month period, an employee may elect to use accrued vacation before the employee goes on an unpaid status. Additionally, female employees may elect to use accrued sick

11614

leave hours during the actual period of disability for pregnancy or childbirth. Employees must submit to Metro an acceptable doctors certificate verifying the date such disability will begin and its estimated duration.

(B) Employees will be granted leave for up to twelve (12) weeks during a calendar year as provided under the terms of the memorandum-of-agreement attached here to and as outlined under the Family and Medical Leave Act of 1993.

13.4 (A) In the event of a death of a close relative, an eligible employee shall be granted, two (2), or if necessary for travel, three (3) days off duty with pay. The third day off is applicable only in instances when the distance of travel is over 100 miles or more from Seattle. When circumstances warrant, and with approval from the employee's supervisor, additional days may be deducted from an employee's accumulated sick leave for attendance of the funeral of a close relative. A maximum of three (3) additional days may be used for this purpose. For purposes of administration of this article, a close relative is defined as the spouse, or domestic partner, and children of an employee, or domestic partner; mother, father, brothers and sisters, grandparents and grandchildren of an employee; and the

mother, father, brothers and sisters, children, grandparents and grandchildren of an employee's spouse or domestic partner.

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

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

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

15.1 The standard work week shall consist of (5) consecutive working days of eight (8) hours each aggregating forty (40) hours per week.

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

15.3 Whenever it is necessary to meet Metro needs, hours of work may be scheduled 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 p.m. shall be an eight (8) hour shift with no scheduled meal period. Employees working such shift shall be paid at the regular straight-time wage rate for any eight (8) hour shift plus any wage differential which may be allowed under Section 17.6 of this Agreement.

11614

15.4

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

## ARTICLE 16 - OVERTIME

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

16.2 All work performed on holidays shall be compensated at double-time rate in addition to the holiday pay. No combination of overtime payments to an employee shall exceed three (3) times the regular rate of pay.

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

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



11614

ARTICLE 17 - WAGE RATES

17.1 Metro agrees to pay to its employees and the Union agrees that its members employed by Metro will accept the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.

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

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

17.4 A temporary lead Electrician shall be compensated at 107.5% of the journey level classification when there are two (2)

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

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

17.6 Employees regularly assigned to a shift other than a day shift on a straight-time basis shall receive a wage differential of \$0.80 per hour for all hours worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

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

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

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

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

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

(A) An employee who begins unscheduled overtime work two (2) or more hours before the start of a regular scheduled shift, or begins scheduled overtime work more than two (2) hours before the start of a regular scheduled shift shall be eligible for a meal reimbursement up to fifty percent (50%) of the straight-time journey level rate of pay.

(B) An employee who works one and one-half (1-1/2) or more hours beyond the end of the regular scheduled

shift shall be eligible for a meal reimbursement up to one hundred percent (100%) of the straight-time journey level rate of pay.

(C) An employee who is scheduled to return for work within two (2) hours or less from the end of the straight-time journey level rate of pay.

(D) All succeeding meal periods will be in six (6) hour increments and will be reimbursed up to one hundred percent (100%) of the straight-time journey level rate of pay.

19.4 Employees called in for unscheduled overtime work shall be eligible for a meal reimbursement if such work is performed up to or continues after an established meal period. For purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be reimbursed up to fifty percent (50%) of the straight-time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be reimbursed up to one hundred percent (100%) of the straight-time journey level hourly rate of pay.

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

19.6 Employees are required to present a receipt acceptable to Metro for any meal reimbursement.

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

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

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



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

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

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

## ARTICLE 23 - WORK OUTSIDE OF CLASSIFICATION

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

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

The working rules contained in Article 28, and not inconsistent with the other provisions of this Agreement, are hereby adopted and will remain in effect until modified or amended. Any changes in the working rules between Metro and the Union signatory hereto shall be promulgated in the form of a memorandum-of-agreement supplementary to and incorporated in this Agreement.

## ARTICLE 25 - DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be made available to employees of Metro. Bulletin boards shall be maintained at all permanent headquarters and shall be available to the Union for posting of official Union bulletins.

## ARTICLE 26 - GENERAL AND MISCELLANEOUS

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

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

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

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

## ARTICLE 27 - SAVING CLAUSE

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

## ARTICLE 28 - WORKING RULES FOR ELECTRICAL WORKERS

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

28.2 Employees may be asked to make themselves available to respond to emergencies by being placed on standby duty. Employees who accept standby duty are to be available to a phone or to respond to a Metro-provided bell boy. The employee will be compensated for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Line Worker-Utilities.

28.3 Employees on overtime pay before the start of their regular shift who have enough of such overtime to equal ten (10)

hours or more at regular time rate of pay, shall have eight (8) consecutive hours of relief before being returned to their regular straight-time rate of pay; and such workers may be relieved from duty for the day after having earned at least ten (10) hours of straight-time pay. If an employee is to lose straight-time pay, the employee may, at his/her option, use sick leave to compensate for the required time off from his/her regularly scheduled shift.

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

28.5 Where Metro desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal fifteen and one-half (15 1/2) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen and one-half (15 1/2) hours off duty; except when employees are required to change



11614

shifts due to unscheduled relief, seven and one-half (7 1/2)

hours off between shifts shall be the rule which applies.

28.6 The schedule for regular working days and regular days off goes with the job and not the worker, and an employee exercising the option for the change from one job to another assumes the working days and days off of the new job and anything pertaining to his/her schedule for the old job ceases at the beginning of the new job.

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

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

28.9 Workers shall not be required to report before or after their regular work periods to other than their regular headquarters for the purpose of picking up vehicles or materials. When employees are required to put in time before or after their

regular working hours for the purpose of servicing vehicles or for loading material, only the additional time worked shall be compensated for at the overtime rate.

28.10 Workers shall not be required to attend meetings called by Metro except during the regular working hours unless compensated.

28.11 Safety meetings shall be scheduled on a suitable working day each month.

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

28.13 Employees classified as Helpers will in no event be used as substitutes to replace journey level workers.

28.14 All framing of poles will be done by Line Workers with the help of Line Worker Helpers. The erection of poles or pulling of poles will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Line Worker in addition to a Line Crew Chief.

11614

28.15 All tree trimming, where there is a possibility of contact with transmission or distribution circuits, will be done by Line Workers.

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

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

28.18 All hot tapping on a pole shall be done by a journey level Line Worker.

28.19 (A) Seniority shall be recognized for all employees covered by this Agreement and shall be the period of continuous

employment in that classification, unless otherwise provided under Article 29. In the case of a reduction in force, seniority shall apply. Employees advanced to higher classifications who return to their former classifications shall retain their original seniority in such classifications plus time accumulated in the advanced classifications.

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

(C) Annually, employees with more than six (6) months of service shall select their one (1) year shift schedule by seniority. The shift shall rotate every three (3) months in December, March, June and September. The effective date of the shift rotation will be on the beginning of the payroll period following the 15th of each of the listed months. Except for projects, jobs, or assignments, in the event that a shift is significantly changed during the annual rotation period employees will be able to re-select their shift schedule at the next scheduled shift rotation. In the event of a shift schedule re-selection, the annual shift schedule selection will be determined

11614

from the date of re-selection, e.g., if the re-selection of a shift schedule is held in December, the next shift schedule selection will occur in December of the next year. For purposes of this Agreement, the determination of what constitutes a significant change in a shift shall be decided by the Joint Labor and Management Committee and shall not be subject to the grievance procedures under Article 6. Employees shall be permitted to trade shifts for a three (3) month rotation period, provided it is at no cost to Metro. Sign-ups shall be posted the first day of December and as otherwise provided in this section. It is mutually agreed that employees with more than six (6) months service will indicate their shift preferences within twenty-four (24) hours after returning to work for shift assignment by the Supervisor of Power/designee. The Supervisor of Power/designee shall determine days off for all shifts.

(D) The Supervisor of Power/designee shall have the right to transfer employees from one shift to another without regard to seniority when it is necessary to fill a vacancy caused by the absence of an employee, subject to the provisions of 28.5 and 28.6.

28.20 Effective January 23, 1982, Line Workers and Cable

Splicers shall receive an annual allowance of \$150.00 for work clothing and equipment. Line Material Workers, Line Worker Helpers, Electrician Constructors and Fire Detection System Specialists shall receive an annual allowance of \$100.00 for work clothing and equipment.

28.21 Line Material Workers shall not be downgraded, nor Line Worker Helpers upgraded for driving any truck when used for the sole purpose of transporting workers, supplies or equipment.

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

28.23 (A) There shall be an Electrician Constructor Crew Chief and a Line Crew Chief on the day shift, Monday through Friday, except holidays.

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

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

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

(E) Supervision for Line Worker - Utilities shall be set forth as provided under WAC 296-45-65015. Man-in Charge shall mean Temporary Lead Worker in Charge, and nonclimbing Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

28.24 An employee who is promoted to another classification may request to return to his/her previously held classification provided:

- (1) a written request is submitted to the section Supervisor of Power/designee,
- (2) There is a regular position vacant in the classification the employee desires to return to,
- (3) the employee meets all the current job requirements of the classification he/she desires to return to,
- (4) Metro is able to recruit and train a qualified replacement for the position that will be vacated by the employee, and
- (5) Metro incurs no additional expense or inconvenience in honoring the request.
- (6) Except in the event of a layoff, an employee who is promoted to a non-represented classification within the Power Section, may elect to return to his/her previously held bargaining unit classification under the conditions set forth above. Provided the written request is made within one (1) year of the promotion



**11614**  
to the non-represented classification.

29.1 Temporary Employees shall mean a person who is employed for a period of time not to exceed six (6) months. However, Temporary Employees may be used for a maximum period of twelve (12) months on a special project, or for a longer period if agreed to by the Union when the special project extends beyond twelve (12) months.

29.2 When an Employee is later hired as a permanent Employee in the same classification, the temporary employment period will count as service credit for pay purposes and the service will count for seniority accrual and continuous service credit only during a single period of temporary employment; provided, however, when a Temporary Employee is terminated by Metro and rehired as a permanent Employee within thirty (30) days, the prior service shall be credited as continuous service for purposes of seniority only. Any employee who voluntarily resigns, is discharged or has more than thirty (30) consecutive days lapse in employment will not be eligible for prior service credit for purposes of seniority, pay or benefits if rehired as a Regular or Temporary Employee.

29.3 Temporary Employees with less than ninety (90) days of service are only eligible for a transit bus pass.

29.4 Temporary Employees who are employed for longer than ninety (90) days continuous service and work full-time shall be eligible, beginning the first of the month following the ninety (90) day anniversary, for the following benefits only: medical, dental, sick leave, holidays and vacation.

29.5 Metro retains the right to recruit directly for permanent vacancies.

29.6 Temporary Employees who are selected by Metro for a permanent position in the same classification shall serve a six (6) month probationary period; however, if the Employee has ninety (90) or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three (3) months.

29.7 Temporary Employees shall receive unused accrued vacation leave upon separation except if the Employee quits or is dismissed for cause.

ARTICLE 30- TERM OF AGREEMENT

This Agreement shall become effective January 1, 1995,  
and shall remain in effect through December 31, 1997.

SIGNED THIS 7<sup>th</sup> DAY OF December, 1994.

  
\_\_\_\_\_  
KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES

\_\_\_\_\_  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

# 11614

## SCHEDULE "A" - WAGE SCHEDULE

EFFECTIVE 1/1/94

		<u>Per Hour</u>
Electrician Constructor		\$ 24.39
Fire Detection System Specialist		\$ 24.39
Line Worker - Utilities		\$ 24.39
Line Worker Helper	\$ 16.85 \$ 17.55	\$ 18.30
Line Material Worker		\$ 19.54
(When assigned to pole hauling detail - hour)		\$ 21.36
Temporary Lead Worker in Charge	107.5% of 100%	\$ 27.56
Cable Splicer	105% of 100%	\$ 25.60
Cable Splicer - Temporary Lead	112.5% of 100%	\$ 27.44
Cable Splicer - Temporary Chief	118.5% of 100%	\$ 28.90
Line Crew Chief	113% of Line Worker	\$ 27.56
Electrician Constructor, Crew Chief	113% of Electrician Constructor	\$ 27.56
Electrician Constructor, Temporary Crew Chief	113% of Electrician Constructor	\$ 27.56

**11614**

Line Crew Chief - Temporary      113% of Line      \$ 27.56  
Worker

Shift Differential - \$0.80 per hour (Refer to Section 17.6)

## SCHEDULE "B" - BENEFITS

## Section 1 - Medical

A. 1. Metro will make available alternative medical plans for the coverage of regular employees and their dependents. The coverage will be available on the first of the month following thirty (30) days of an employee's active employment service.

2. Eligible employees shall be allowed to select from one of the available medical plans during an annual open enrollment period. If a plan ceases during the term of the Agreement, affected employees will be provided with an open enrollment period to select an alternate available plan.

B. 1. The base plan shall be the King County Medical Preferred Provider Option (PPO) and Metro shall contribute up to the maximum amount of the base plan toward the monthly premiums of the plan selected by an eligible employee.

2. Metro shall make its monthly contribution for each month in which the employee is either actively working or on paid leave on the first week day of the month. In the event the Metro contribution is not sufficient to cover the applicable monthly

premium, the employee is required to pay the balance due and Metro is authorized to collect such amount by payroll deduction one month in advance.

#### Section 2 - Dental Insurance

A. Dental care maximums shall be one thousand five hundred dollars (\$1,500) per calendar year.

B. The dental care plan shall include coverage of orthodontia for dependent children with fifty (50%) reimbursement up to a two thousand dollar (\$2,000) lifetime maximum.

#### Section 3 - Extended Disability

An extended disability plan shall be made available to eligible Employees. The plan shall provide a weekly benefit of two hundred and fifty dollars (\$250) which shall be paid on a five (5) day per week basis for workdays missed up to a maximum of one hundred and twenty (120) workdays for those Employees with less than ten (10) years of service or up to a maximum of one hundred and eighty (180) workdays for those Employees with ten (10) or more years of service. To be qualified for benefits, an Employee must exhaust all sick leave. The extended disability plan shall include the following provisions:



A. Coverage for illness and accidents shall begin on the third workday of absence unless the Employee is hospitalized as an in-patient for twenty-four (24) hours in which case coverage shall begin on the first workday of absence.

B. Enrollment in the plan is mandatory and coverage shall begin as set forth in the policy. Each Employee shall pay twenty percent (20%) of the monthly premium by payroll deduction and METRO shall contribute eighty percent (80%) of the premium.

#### Section 4 - Vision Care

Employees who enroll in the base plan shall receive vision care.

Such employees shall be eligible for coverage on the first of the month following thirty (30) days of service. Metro shall pay one hundred percent (100%) of the vision premium costs.

SCHEDULE "C" - COST OF LIVING

A. There will be three (3) cost-of-living (COLA) increases payable as follows:

August 1, 1995

September 1, 1996

September 1, 1997

B. The increase paid on August 1, 1995, shall be for the eight (8) month period of November through June, reported in July 1995. The index used shall be the U.S. All Cities Urban Wage Earners and Clerical Workers (1982-84 = 100).

C. The increases added on September 1, 1996, and September 1, 1997, shall be on the twelve (12) month periods reported in August. The index used for these increases shall be the Seattle Urban Wage Earners and Clerical Workers Index (1982-84 = 100).

D. All COLA increases shall be equivalent to eighty percent (80%) of the increase in the index used for the measured period. The percentage increase shall be applied to each step of all classifications.

11614

MEMORANDUM OF AGREEMENT

BETWEEN THE

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

Whenever an employee is named as a defendant in civil action arising out of the performance of the employee's duties and, acting within the scope of employment, Metro shall, at the written request of the employee, furnish counsel to represent the employee to a final determination of the action, without cost to the employee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES

\_\_\_\_\_  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

## MEMORANDUM OF AGREEMENT

BETWEEN THE

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 77

Safety meetings shall be held monthly for all employees covered by this AGREEMENT. Safety meetings may be held for each regularly scheduled shift.

Minutes shall be taken at each safety meeting and posted for employees to read within five (5) working days.

The employer shall verbally inform employees on other shifts of any hazard and/or safety alerts discussed at any shift safety meeting prior to assigning work assignments. Safety alerts and hazards shall be posted in the same manner and time frame as safety minutes. The employer shall have a representative at all safety meetings.

11614

This memorandum shall remain in effect until canceled or amended by mutual agreement between the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

---

KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES

---

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

## MEMORANDUM OF AGREEMENT

BETWEEN THE

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 77

SUBJECT: Vacation Donation

An employee may elect to donate up to fifty percent (50%) of his/her accrued vacation hours, in one (1) hour increments, to another employee in the bargaining unit who is unable to work due to personal circumstances. Provided, the employee to whom the hours are being donated has or will be exhausting his/her vacation and has requested an unpaid leave of absence. No donation will be permitted in situations where the employee is on industrial injury status and is receiving worker's compensation benefits.

The employee who wishes to donate his/her accrued vacation must complete and submit a request to the Supervisor of Power for

11614

MEMORANDUM OF AGREEMENT

BETWEEN THE

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

SUBJECT: COLA Percentage

If the cost of living percentage for another bargaining unit in Metro increases from 80% during the term of the January 1, 1995, to and including December 31, 1997, Agreement, the union may request to reopen the Agreement only for purposes of discussing a change to the COLA percentage contained therein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES (METRO)

\_\_\_\_\_  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

11614

MEMORANDUM OF AGREEMENT

BETWEEN THE

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

SUBJECT: Implementation of the Family and Medical Leave Act of 1993

METRO is subject to the provisions of the federal Family and Medical Leave Act of 1993 (FMLA). In order to comply with the Act, METRO will provide Employees with up to twelve (12) weeks of FMLA leave for family or medical reasons as outlined in the Act. If any of that FMLA leave is unpaid, METRO will maintain the Employee's health coverage--medical, dental and vision coverage--for the duration of that leave to the same extent that coverage would be provided if the employee was working his/her normal work schedule.

Further, under the Act Employees may request a reduced or part-time work schedule as part of their FMLA entitlement. The parties are agreed that if such a request is received, METRO and the UNION will discuss the requested schedule.

SIGNED THIS 24 DAY OF October, 1994.

  
KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES (METRO)

  
INTERNATIONAL BROTHERHOOD OF,  
ELECTRICAL WORKERS, LOCAL 77



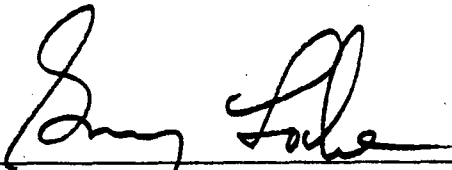



ARTICLE 30- TERM OF AGREEMENT

11614

This Agreement shall become effective January 1, 1995,  
and shall remain in effect through December 31, 1997.

SIGNED THIS 7<sup>th</sup> DAY OF December, 1994.

  
\_\_\_\_\_  
KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES

  
\_\_\_\_\_  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

