

October 14, 1996
10000196.doc

Introduced by GREG NICKELS
BRIAN DERDOWSKI
LARRY GOSSETT

Proposed No. 96-891

ORDINANCE NO. 12506

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 Department of Transportation and the Department of Information and Administrative Services 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 the International Brotherhood of Electrical Workers, Local 77, representing employees in the Department of Transportation and the Department of Information and Administrative Services and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 21st day of

October, 1996.

PASSED by a vote of 12 to 0 this 28th day of

October, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

12506

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS (IBEW), LOCAL 77

Table of Contents

1		
2		
3		
4		
5	ARTICLE 1: PURPOSE.....	1
6	ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP	3
7	ARTICLE 3: MANAGEMENT RIGHTS.....	5
8	ARTICLE 4: HOLIDAYS.....	7
9	ARTICLE 5: VACATIONS	8
10	ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE.....	11
11	ARTICLE 7: WAGE RATES	16
12	ARTICLE 8: OVERTIME	18
13	ARTICLE 9: HOURS OF WORK	19
14	ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE.....	21
15	ARTICLE 11: MISCELLANEOUS.....	22
16	ARTICLE 12: GRIEVANCE PROCEDURE	23
17	ARTICLE 13: REDUCTION IN FORCE AND REHIRE.....	25
18	ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY.....	26
19	ARTICLE 15: SAVINGS CLAUSE	27
20	ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION	28
21	ARTICLE 17: WAIVER CLAUSE.....	29
22	ARTICLE 18: DURATION	30
23	ADDENDUM A.....	31
24		

1 INTERNATIONAL BROTHERHOOD
2 OF ELECTRICAL WORKERS (IBEW), LOCAL 77
3

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

8 **ARTICLE 1: PURPOSE**

9 A. The intent and purpose of this Agreement is to promote the continued improvement of
10 the relationship between King County and its employees by providing a uniform basis for
11 implementing the right of public employees to join organizations of their own choosing, and to be
12 represented by such organizations in matters concerning their employment relations with King
13 County, and to set forth the wages, hours, and other working conditions of such employees in
14 appropriate bargaining units provided the County has authority to act on such matters and further
15 provided the matter has not been delegated to any civil service commission or personnel board similar
16 in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the
17 State of Washington.

18 B. Joint Labor Management Committee.

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

23 1. To provide fair and reasonable rates of pay, hours, and working conditions for the
24 employees concerned with the operations of King County as covered by this

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

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

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

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

17

18

19

20

21

22

23

24

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

Section 3.

(a) Nothing contained in Section 2 or in the Agreement shall require an employee to join the Union where the employee can substantiate membership in a church or religious body that through bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to Union organizations.

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

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

3 **Section 5. Dues Deduction.** Upon receipt of written authorization individually signed by a
4 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
5 of dues and initiation fees as certified by the secretary of the Union and shall transmit the same to the
6 treasurer of the Union.

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

11

12

13

14

15

16

17

18

19

20

21

22

23

24

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 Administrative Procedures and Rules for Career Service Employees which
19 include, but are not limited to the following:

- 20 1. To suspend, demote, discharge or take other disciplinary action against
21 employees for just cause;
22 2. To relieve employees from duties because of lack of work, lack of funds, or for
23 disciplinary reasons;

24 3. To determine methods, means and procedures for the selection, promotion, and

1 **Section 6.** Nothing in this contract shall be construed to delete, add or restrict any provision
2 of the King County Charter. Any provision or part thereto of this contract shall be void if found to be
3 in conflict with the King County Charter.

4 **Section 7.** The County will not aid, promote or finance any labor group or organization
5 purporting to engage in collective bargaining or make any agreement with any such group or
6 organization which would violate any rights of the Union under this contract.

7 **Section 8.** Employees outside of the bargaining unit may be temporarily assigned to work
8 within the bargaining unit for a period not to exceed forty (40) working days without being subject to
9 the provisions of Article II, Union Recognition and Membership.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1 ARTICLE 4: HOLIDAYS

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

3		
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

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

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

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

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

23 Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in
24 addition to the regular holiday pay.

ARTICLE 5: VACATIONS

Section 1. Beginning the first of the month following ratification of the Agreement, regular full-time and regular part-time employees shall be eligible to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table except in those instances expressly provided for in other sections of this Article:

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

Section 2. Regular employees who were employed on or before December 1, 1995, but have not yet completed three (3) full years of service, shall be eligible for the .0577 accrual rate upon completion of the third full year of employment.

Section 3 Regular employees shall accrue vacation leave from their date of hire.

Section 4. Regular employees shall not be eligible to take or be paid for vacation leave until

1 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
2 employment less mandatory withholdings.

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

7 **Section 6.** Full-time regular employees may accrue up to sixty days vacation. Part-time
8 regular employees may accrue vacation leave up to sixty days prorated to reflect their normally
9 scheduled workweek.. Employees shall use vacation leave beyond the maximum accrual amount
10 prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual
11 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division
12 manager has approved a carryover of such vacation leave because of cyclical workloads, work
13 assignments or other reasons as may be in the best interests of the County.

14 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such
15 use or payment is consistent with the provisions of this Article.

16 **Section 8.** No employee shall work for compensation for the County in any capacity during
17 the time that the employee is on vacation leave.

18 **Section 9.** Employees may use vacation in one-half hour increments, at the discretion of the
19 division manager.

20 **Section 10.** In cases of separation from County employment by death of an employee with
21 accrued vacation leave and who has successfully completed his/her first six months of County
22 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
23 employee's estate, or, in applicable cases, as provided for by state law, RCW Title II.

1 Section 12.

2 A. Any regular employee may donate a portion of his or her accrued vacation leave to a
3 regular employee, or such donation will occur upon written request to and approval of the donating
4 and receiving employees' division manager(s), except that requests for vacation donation made for
5 the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied
6 unless approval would result in a departmental hardship for the receiving department.

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

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

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

18 E. All vacation hours donated shall be converted to a dollar value based on the donor's
19 straight time hourly rate at the time of donation. Such dollar value will then be divided by the
20 receiving employee's hourly rate to determine the actual number of hours received. Unused donated
21 vacation shall be reconverted based on the donor's straight time hourly rate at the time of
22 reconversion.

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.

11 **Section 3.** Employees may use sick leave in one-half hour increments, at the discretion of the
12 division manager.

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

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

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

22 **Section 7.** Beginning the first of the month following ratification of the Agreement,
23 employees eligible to accrue sick leave and who have successfully completed at least five years of

24 County service and who retire as a result of length of service shall be entitled to receive a lump sum

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

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

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

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

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

11 C. Exposure to contagious diseases and resulting quarantine.

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

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

16 F. To care for the employee's child or the child of an employee's domestic partner if
17 the following conditions are met:

18 1. The child is under the age of eighteen;

19 2. The employee is the natural parent, stepparent, adoptive parent, legal
20 guardian or other person having legal custody and control of the child;

21 3. The employee's child or the child of an employee's domestic partner has a
22 health condition requiring the employee's personal supervision during the hours of his/her absence
23 from work;

1 H. Up to one day of sick leave may be used by a male employee for the purpose of
2 being present at the birth of his child.

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

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

7 A. Any regular employee may donate a portion of his or her accrued sick leave to a regular
8 employee upon written notice to the donating and receiving employees' division managers.

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

12 C. Donated sick leave hours must be used within ninety calendar days. Donated hours not
13 used within ninety days or due to the death of the receiving employee shall revert to the donor.
14 Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this
15 Article, and sick leave restoration provisions contained in this Article. For purposes of this section,
16 the first hours used by an employee shall be accrued sick leave hours.

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

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

1 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee
2 shall:

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

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

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

13 **Section 12. Bereavement Leave.**

14 A. Regular, full-time employees shall be entitled to three (3) working days of bereavement
15 leave a year, due to death of members of their immediate family.

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

19 C. In cases of family care where no sick leave benefit exists, the employee may be granted
20 leave without pay.

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

1 Section 7 and thereupon participate and receive the same medical coverage as active regular full time
2 employees at the same rates budgeted for medical insurance coverage for regular full time employees.
3 When the employee's medical fund is exhausted, the employee shall have the option of self-pay
4 under the same condition as described above, until such retiree is eligible for Medicare.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 ARTICLE 7: WAGE RATES

2 **Section 1.** Wage rates for the period from January 1, 1996 through December 31, 1996 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 be hired at the first step and advanced to the next higher step upon the
7 completion of six months of continuous service. Advancement to each succeeding step thereafter
8 shall occur after completion of one additional year of continuous service. Denial of a step increase
9 for cause may be authorized by the division manager, provided that the employee so affected is
10 served with written notification in advance outlining the reasons for such action and provided with a
11 written review every three months thereafter as long as such denial remains in effect.

12 **Section 3.**

13 (a) Employees assigned by proper authority to a Supervisor position shall be compensated at
14 the higher rate for all time so spent.

15 (b) Whenever an employee who is performing the same duties as other employees in a
16 classification is assigned limited supervisory duties (such as distribution of work assignments,
17 maintaining a balanced work load among a group and keeping a record of work, production, or
18 attendance over employees in the same classification or a classification having the same entrance
19 salary), and these duties do not justify reallocation to a supervisory classification, the appointing
20 authority may designate the employee as a "lead worker." The "lead worker" performs work under
21 the direction of a supervisor of a higher level who may not be present to give constant supervision to
22 the work because of duties and assignments performed in other areas. The appointing authority has
23 sole discretion regarding the selection or designation of which bargaining unit member is designated

1 **Section 4.** The County will conduct a salary survey to be effective 12/31/96, using the
2 following jurisdictions; Metro, City of Seattle, Pierce County, Everett, Tacoma, Bellevue, Renton,
3 Snohomish County. Positions with comparable duties and responsibilities to the traffic signal
4 technician and electronic technician will be surveyed. A simple mean of the top step salary will be
5 used. The County will adjust the entire salary range of the traffic signal technician and electronics
6 technician by the amount the mean is greater than their salary. The County will provide the Union
7 with the information from the survey and will allow the Union an opportunity to review the
8 information.

9 (a) Effective January 1, 1997, wage rates in effect on December 31, 1996 shall be increased
10 by a percentage factor equal to 90% of the percentage increase in the CPI-W. All Cities, September
11 1995-September 1996 base year; provided however, that the amount produced by application of the
12 foregoing shall not be less than 2.0% nor greater than 6%.

13 (b) Effective January 1, 1998, wage rates in effect on December 31, 1997 shall be increased
14 by a percentage factor equal to 90% of the percentage increase in the CPI-W, All Cities, September
15 1996-September 1997 base year; provided however, that the amount produced by application of the
16 foregoing shall not be less than 2.0% nor greater than 6%.

17 **Section 5.** Shift Premium. Employees assigned to a shift other than a day shift on a straight-
18 time basis shall receive a wage differential of 10% of the hourly rate for all hours worked, provided
19 that the shift is scheduled to start before 7:00 a.m. or end after 5:00 p.m. for a 5-8 shift, or the shift is
20 scheduled to start before 6:00 a.m. or end after 6:00 p.m. for a 4-10 shift.

21
22
23

1 ARTICLE 8: OVERTIME

2 **Section 1.** General overtime conditions shall be in conformity with Addendum A of this
3 Agreement. Special conditions for purposes of this document shall be as follows:

4 Except as otherwise provided in this Article, employees on a five-day schedule shall be paid
5 at the rate of time and one-half for all hours worked in excess of eight in one day, exclusive of lunch
6 period, or forty in one week.

7 **Section 2.** Overtime shall be compensated for at one and one half (1-1/2) times the regular
8 rate.

9 **Section 3.** A minimum of four (4) hours at overtime rate shall be allowed for each call out.
10 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime
11 rates.

12 **Section 4.** An employee assigned standby status shall receive 12.75% of his/her regular base
13 hourly rate of pay for each hour on standby.

14 **Section 5.** All overtime shall be authorized in advance by the division manager or his
15 designee in writing, except in emergencies. Overtime pay shall be allowed by cash payment.
16 Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the
17 individual crew.

18 **Section 6.** Emergency work at other than the normal scheduled working hours, or special
19 scheduled working hours not enumerated above shall be compensated as overtime. In the event this
20 overtime work is accomplished prior to the normal working hours and the employee subsequently
21 works his regular shift, his regular shift shall be compensated at regular time.

22 **Section 7.** There shall be no overtime payment for Traffic Signal Supervisor and
23 Communications Supervisor.

1 ARTICLE 9: HOURS OF WORK

2 **Section 1.**

3 A. The parties agree that the standard schedule shall consist of five (5) consecutive work days
4 not to exceed eight (8) hours each exclusive of the meal period, and not to exceed forty (40) hours per
5 week, and shall normally be scheduled Monday through Friday.

6 B. The parties agree that the County shall have the right to set more than one standard
7 schedule within the core hours of 7:00 a.m. to 5:00 p.m. so long as the start and quit times for each
8 schedule are on the hour or the half hour.

9 C. The parties agree that 4-10 scheduled are permitted where mutually agreed to between the
10 County and the employee, provided that the schedules shall be four consecutive days, Monday-
11 Friday, and between the hours of 6:00 a.m. and 6:00 p.m.

12
13
14
15
16
17
18
19
20
21
22
23

1 **Section 2.**

2 A. The parties agree that the County shall have the right to temporarily assign an employee to
3 a temporarily vacant schedule.

4 The County shall give the employee advance notice of a temporary assignment. If the County
5 has less than 10 days notice and the vacancy arises due to the exercise of a leave benefit contained in
6 this Agreement, the County shall notify the employee no later than the end of the employee's shift the
7 day before the assignment. If the County has 10 or more days notice of a vacancy arising for any
8 reason, the County shall notify the employee no later than 7 calendar days before the temporary
9 assignment.

10 B. An employee who is assigned to a vacant schedule shall work the schedule for the duration
11 of the absence. If the absent employee returns on other than the first day of a work week, the
12 returning employee shall work the adjusted employee's schedule until the end of the week unless the
13 affected employees agree otherwise.

14 **Section 3.**

15 A. The parties agree that the County shall have the right to establish special schedules for
16 specific projects, provided that the County provides 14 days of notice and the project and schedule
17 are of at least seven (7) days duration.

18 B. The parties agree that 4-10 schedules may also be permitted in special schedules for
19 specific projects where mutually agreed to between the County and employee.
20
21
22
23

1 ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

2 King County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain the level of benefits in these plans during the term of this Agreement,
4 provided that the Union and County agree to incorporate changes to employee insurance benefits
5 which the County may implement as a result of the agreement of the Joint Labor-Management
6 Insurance Committee.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 ARTICLE 11: MISCELLANEOUS

2 **Section 1.** An employee elected or appointed to a union office which requires a part or all of
3 his time shall be given leave of absence without pay upon application.

4 **Section 2.** All employees who have been authorized to use their own transportation on
5 County business shall be reimbursed at the current rate of twenty-five cents (25 cts) per mile.

6 **Section 3.** All County Road and River Improvement employees shall be allowed pay from
7 time of reporting to a designated headquarters and shall end when employee returns from the field to
8 such headquarters.

9 **Section 4.** The County agrees to provide raingear and rubber boots to employees required to
10 work in inclement weather.

11
12
13
14
15
16
17
18
19
20
21
22
23

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievance.

8 **Section 1. Definition: Grievance** - An issue raised by an employee relating to the
9 interpretation of rights, benefits, or conditions of employment as contained in this Agreement.

10 **Section 2. Procedure**

11 **Step 1** - A grievance shall be verbally presented by the aggrieved employee and
12 representative, if the employee wishes, within five working days of the occurrence of such grievance
13 to the employee's immediate foreman or supervisor. The immediate foreman or supervisor shall gain
14 all relevant facts and shall attempt to adjust the matter and notify the employee within three working
15 days. If a grievance is not pursued to the next higher level within three working days, it shall be
16 presumed resolved.

17 **Step 2** - If, after thorough discussion with the immediate foreman or supervisor, the grievance
18 has not been satisfactorily resolved, the employee and representative shall reduce the grievance to
19 writing, outlining the facts as they are understood. The written grievance shall then be presented to
20 the division manager for investigation, discussion and written reply. The division manager shall
21 make a written decision available to the aggrieved employee within ten working days. If the
22 grievance is not pursued to the next higher level within five working days, it shall be presumed
23 resolved.

1 may be deemed pertinent to the grievance. The director or designee shall make a written decision
2 available within ten working days. If the grievance is not pursued to the next higher level within five
3 working days, it shall be presumed resolved.

4 Step 4 - If, after thorough evaluation, the decision of the department director or designee has
5 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a
6 joint committee representing the County and the Union. Said committee shall consist of equal
7 representation for the Union and for the County with a maximum of two for each side. This
8 committee shall attempt to resolve the grievance within ten working days.

9 Step 5 - Should this committee be unable to agree, either party may request arbitration and
10 must specify the exact question which it wishes arbitrated. The committee shall then select a third
11 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
12 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the
13 American Arbitration Association. The arbitrator will be selected from the list by both the County
14 representative and the Union, each alternately striking a name from the list until only one name
15 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to
16 render a decision promptly and the decision of the arbitrator shall be final and binding on both
17 parties.

18 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
19 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
20 in reaching a decision.

21 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
22 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
23 behalf.

1 **ARTICLE 13: REDUCTION IN FORCE AND REHIRE**

2 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to
3 seniority within the division and classification with the employee with the least time being the first to
4 go. In the event there are two or more employees eligible for layoff within the division with the same
5 classification and seniority, the division manager will determine the order of layoff based on
6 employee performance.

7 **Section 2.** When a reduction in force is necessary, the Union and the employees who may be
8 affected shall be notified at least thirty (30) days prior to the effective date. At such time as a
9 reduction in force is of such an emergency nature as to prevent thirty (30) days notice, the earliest
10 possible notification will be given.

11 **Section 3.** Employees in a higher classification who have been notified of layoff may use
12 seniority to bump the least senior employee in a lower classification within the bargaining unit
13 provided they are qualified.

14 **Section 4.** Employees laid off according to Article 13 will be eligible for rehire into positions
15 of the same classification according to seniority with King County. That is, the employee laid off last
16 will be the first rehired.

17

18

19

20

21

22

23

24

12506

1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

2 **Section 1.** The County shall not unlawfully discriminate against any employee in
3 employment on the basis of race, color, creed, religion, national origin, age, marital status, sex, sexual
4 orientation, or the presence of a sensory, mental or physical disability.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1 ARTICLE 15: SAVINGS CLAUSE

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and the signatory organization agree that the public interest requires
3 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
4 to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization
5 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
6 any customarily assigned duties, sick leave absence which is riot bona fide., or other interference with
7 County functions by employees under this Agreement, and should same occur, the signatory
8 organization agrees to take appropriate steps to end such interference. Any concerted action by any
9 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have
10 occurred. Being absent without authorized leave shall be considered as an automatic resignation.
11 Such a resignation may be rescinded by the division manager if the employee presents satisfactory
12 reasons for his absence within three calendar days of the date his automatic resignation became
13 effective.

14 **Section 2.** Upon notification in writing by the County to the signatory organization that any
15 of its members are engaged in a work stoppage, the signatory organization shall immediately, in
16 writing, order such members to immediately cease engaging in such work stoppage and provide the
17 County with a copy of such order. In addition, if requested by the County, a responsible official of
18 the signatory organization shall publicly order such signatory organization employees to cease
19 engaging in such a work stoppage.

20 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
21 accord with the County's Work Rules to the following action or penalties:

- 22 1. Discharge
- 23 2. Suspension or other disciplinary action as may be applicable to such employee.

12502

1 ARTICLE 17: WAIVER CLAUSE

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the signatory organization, for the duration of this
6 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
7 subject or matter not specifically referred to or covered in this Agreement.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

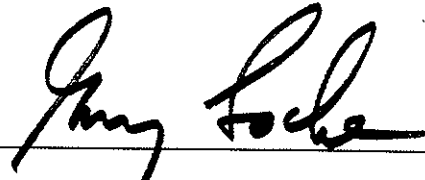
23

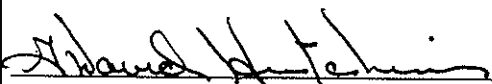
12509

1 ARTICLE 18: DURATION

2 This agreement shall become effective January 1, 1996 and shall continue in effect through
3 and including December 31, 1998. Written notice of desire to modify this agreement shall be served
4 by either party upon the other at least sixty (60) days prior to the date of expiration, namely
5 October 31, 1998.

6
7 APPROVED this 14th day of October 1996.

8
9
10 
11 _____
12 KING COUNTY EXECUTIVE

13
14 
15 _____
16 International Brotherhood of
17 Electrical Workers, Local 77
18
19
20
21
22
23

I.B.E.W. LOCAL 77

12503

ADDENDUM "A" - WAGE RATES

January 1, 1996 through December 31, 1996

CLASS CODE CLASSIFICATION	Step 1	Step 2	Step 3	Step 4
6141 Traffic Signal Technician:	19.8283	20.6858	21.2143	23.0233
6142 Radio Installer:		14.6010	15.3293	16.0928
6143 Traffic Signal Supervisor:	25.5225	26.7901	28.1161	30.0822
6145 Radio Repair Technician:		15.0390	15.7992	16.5627
6147 Electronics Technician:		21.8016	22.3186	23.0233
0779 Electronics Communications Specialist		23.7351	24.9117	26.1483
6149 Communications Supervisor	25.5225	26.7901	28.1161	30.0822
	Shift Differential: 10%			