

January 16, 1998
10100198

LARRY PHILLIPS
Introduced by
MAGGI FIMIA
GREG NICKELS

Proposed No. 98-054
13003

ORDINANCE NO. _____

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and Memoranda of Understanding negotiated by and between King County and International Brotherhood of Electrical Workers, Local 77 (Power), representing employees in the Department of Transportation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement and Memoranda of Understanding negotiated between King County and the International Brotherhood of Electrical Workers, Local 77 (Power), representing electrician and linesmen employees in the Power and Facilities Section of the Transit Division 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, 1998, through and including December 31, 2000.

INTRODUCED AND READ for the first time this 2nd day of February, 1998.

PASSED by a vote of 11 to 0 this 17th day of February, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

[Signature]
Clerk of the Council

APPROVED this 27 day of February, 1998.

[Signature]
King County Executive

Attachment:
Collective Bargaining Agreement

1 AGREEMENT BY AND BETWEEN
2 KING COUNTY
3 AND
4 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
5 LOCAL 77

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PURPOSE OF THIS AGREEMENT

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

NON-DISCRIMINATION

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3 Employer and the Union are committed to providing equal employment opportunity for all
4 new applicants for employment as well as for present employees. Employer and the Union pledge to
5 use affirmative action to comply with all applicable federal and state laws and regulations which
6 prohibit discrimination based on race, creed, color, religion, national origin, age, marital status,
7 sexual orientation, sex or disability: Whenever words denoting the masculine gender are used in this
8 Agreement, it is understood that they are intended to apply equally to either gender.
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1 ARTICLE 1: SCOPE OF AGREEMENT

2 This Agreement is applicable to employees of Employer as noted in the classifications of
3 Schedule "A", who have designated as their representative International Brotherhood of Electrical
4 Workers, Local Union No. 77.

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1 ARTICLE 2: DURATION, MODIFICATION, AND CHANGES

2 **Section 2.1.** This Agreement shall become effective immediately after midnight on January 1,
3 1998 and shall continue in full force and effect through midnight on December 31, 2000. Either party
4 may initiate negotiations upon written notice to the other within ninety days of the expiration of this
5 agreement.

6 **Section 2.2.** Notwithstanding the provisions of Section 2.1 of this Agreement, the Employer
7 and the Union shall reopen negotiations for the purpose of negotiating the results of the Classification
8 and Compensation Study put into effect by Motion Number 9168, passed by the King County
9 Council November 15, 1993. Employer shall notify the Union of the completion of the study and its
10 intent to reopen not later than November 1, 2000. If the Agreement is reopened in accordance with
11 the provisions of this Section 2.2 and the Employer and Union have not reached agreement by
12 midnight December 31, 2000, this agreement shall expire as required by RCW 41.56. After the
13 termination date of a collective bargaining agreement, all of the terms and conditions specified in the
14 collective bargaining agreement shall remain in effect until the effective date of a subsequent
15 agreement, not to exceed one year from the termination date stated in this Agreement.



1 ARTICLE 3: EMPLOYMENT

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

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1 ARTICLE 4: UNION MEMBERSHIP

2 **Section 4.1.** Subject to the requirements of RCW 41.56.122(1), each regular full-time
3 employee within the bargaining unit shall make application to become a member of the Union within
4 thirty (30) days following the date of employment with the unit and shall maintain such membership
5 in good standing. Failure by any employee to apply for and/or maintain Union membership in
6 accordance with this provision shall constitute cause for discharge of such employee; provided further
7 that the above requirements to apply for Union membership and maintain Union membership shall be
8 satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly
9 required by the Union of its members in Employer's employment.

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

ARTICLE 5: JOINT LABOR MANAGEMENT**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 Employer 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;
- (5) To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of Employer;
- (6) To resolve disputes arising between Employer and the Union relating to matters covered by this Agreement;
- (7) To promote systematic labor/management cooperation between Employer 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.

1 ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

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

5 *Section 6.1. Grievance Procedure*

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

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

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

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

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

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

1 Office of Human Resources Management/designee and other appropriate Employer personnel for the
2 purpose of resolving the grievance. The meeting shall be had within fifteen (15) days of the Step 3
3 referral.

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

9 ***Section 6.2. Arbitration Procedure***

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

13 a. Employer and the Union shall mutually agree upon an impartial
14 arbitrator.

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

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

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

28 (3) The party desiring arbitration shall give notice thereof within the time limits

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

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

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

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

14 (7) The expense of the impartial arbitrator shall be borne equally by the parties.
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1 ARTICLE 7: WORK STOPPAGE

2 Employer and the Union agree that, pending the determination or adjustment of any issue
3 arising between them there will be no change in the conditions of any memorandum-of-agreement or
4 recorded understanding applicable to such issue, and there will be no stoppage or interference with
5 the progress of work.

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1 ARTICLE 8: HOLIDAYS

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

4	
5	New Year's Day
6	Lincoln's Birthday
7	Washington's Birthday
8	Memorial Day
9	Independence Day
10	Martin Luther King Jr.'s Birthday
11	Labor Day
12	Veteran's Day
13	Thanksgiving Day
14	The Day following Thanksgiving
15	Christmas Day
16	

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

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

21 *Section 8.2.* New employees starting work the day after a holiday shall not be entitled to pay
22 for the holiday preceding their first day of work. Employees quitting work or discharged for cause
23 shall not be entitled to pay for the holiday, if any, following their last day of work.

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

28 *Section 8.4.* The Sunday through Thursday crews, when confronted with a shift including a

1 holiday which falls on a Sunday, shall take that Sunday off as their holiday, then the following
2 Monday shall be recognized as their regular work day.

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

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1 ARTICLE 9: VACATIONS

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

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

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

12 **Section 9.4.** Temporary or intermittent employees who leave the employment of Employer
13 and are later re-employed, shall commence their actual service with the date of re-employment, unless
14 otherwise provided under Article 29.

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

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

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

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

27 **Section 9.9.** An employee granted an extended leave of absence, which includes the next
28 succeeding calendar year, shall be given proportionate vacation earned in the current year before

1 being separated from the payroll.

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

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

5 **Section 9.12.** The Supervisor of Power/designee shall arrange vacation time of employees on
6 such shifts as will least interfere with the functions of Employer.

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

9 **Section 9.14.** Employees with more than five (5) years service shall receive vacation at the
10 following rate:

Years of Employment	Annual Vacation Days Earned
5 or more years' service	15 working days per year
8 or more years' service	16 working days per year
10 or more years' service	20 working days per year
16 years' service	21 working days per year
17 years' service	22 working days per year
18 years' service	23 working days per year
19 years' service	24 working days per year
20 years' service	25 working days per year
21 years' service	26 working days per year
22 years' service	27 working days per year
23 years' service	28 working days per year
24 years' service	29 working days per year
25 years' service	30 working days per year

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

1 for negotiation.

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

4 **Section 9.16.** Following one (1) full calendar year of employment, an employee may carry
5 over and/or accumulate two (2) days of vacation annually. Employees with five (5) years of
6 continuous active service may carry over three (3) days of vacation annually; employees with ten (10)
7 years of continuous active service may carry over four (4) days of vacation annually; and employees
8 with fifteen (15) or more years of continuous active service may carry over five (5) days of vacation
9 annually. Employees shall not be permitted to carry over and/or accumulate more vacation days than
10 their current annual earned vacation. Employees who desire to carry over vacation must make their
11 request at the time vacations are being scheduled.

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

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

1 ARTICLE 10: SICK LEAVE

2 *Section 10.1.* All regular and benefit eligible temporary employees in classifications covered
3 by this Agreement shall be entitled to accumulate sick leave at the rate of .046 hours for each hour on
4 regular pay status, but not to exceed forty (40) hours per week. Employees shall be entitled to use
5 sick leave after thirty (30) days of employment, unless otherwise provided under Article 29.

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

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

15 *Section 10.4.* Unless specifically instructed otherwise for the same injury or illness, the
16 employee shall promptly notify the Supervisor of Power/designee, by telephone or otherwise, each
17 day off due to illness. If an employee is on a special work shift, particularly where a relief
18 replacement is necessary if he/she is absent, he/she shall notify the Supervisor of Power/designee as
19 far in advance as possible of his/her scheduled time to report for work.

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

22 *Section 10.6.* Employees may also use sick leave for the care of a qualified dependent child
23 in accordance with King County Code, 3.12.220 I. (6) as that section may be amended.

1 ARTICLE 11: INDUSTRIAL INJURY OR ILLNESS

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

7 Employer will continue to pay eighty percent (80%) of his/her regular straight-time wages, less State
8 compensation, for an additional maximum period of 255 working days to make a total of 260 days.

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1 ARTICLE 12: HOSPITAL/MEDICAL DENTAL COVERAGE

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

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

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

1 ARTICLE 13: LEAVE OF ABSENCE

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2 *Section 13.1.*

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

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

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

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

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

25 *Section 13.3.*

26 A. Eligible employees will be granted a leave of absence of up to six (6) months in
27 conjunction with the birth or adoption and subsequent bonding needs of their children. Requests for
28 such leave must be submitted in writing sixty (60) days in advance of the anticipated date of leave.

1 As part of this six (6) month period, an employee may elect to use accrued vacation before the
2 employee goes on an unpaid status. Additionally, female employees may elect to use accrued sick
3 leave hours during the actual period of disability for pregnancy or childbirth. Employees must submit
4 to Employer an acceptable doctor's certificate verifying the date such disability will begin and its
5 estimated duration.

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

9 *Section 13.4.*

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

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



1 ARTICLE 14: APPRENTICESHIP

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

6 *Section 14.2.* This Committee shall be composed of a maximum of three (3) representatives
7 of Employer and a maximum of three (3) representatives of the Union.

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1 ARTICLE 15: HOURS OF WORK

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

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

9 **Section 15.3.** Whenever it is necessary to meet Employer needs, hours of work may be
10 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
11 after 6:00 p.m. shall be an eight (8) hour shift with no scheduled meal period. Employees working
12 such shift shall be paid at the regular straight-time wage rate for any eight (8) hour shift plus any
13 wage differential which may be allowed under Section 17.6 of this Agreement.

14 **Section 15.4.** All shifts will be scheduled to start on the hour or half hour. Notice of such
15 shift(s) change shall be given as far in advance as possible but no less than ten (10) days prior to
16 implementation and shall continue for a minimum of ten (10) consecutive work days.

1 ARTICLE 16: OVERTIME

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

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

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

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

1 ARTICLE 17: WAGE RATES

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

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

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

13 *Section 17.4.* A temporary lead Electrician shall be compensated at 107.5% of the journey
14 level classification when there are two (2) or more electricians working beyond the standard forty
15 (40) hour work week with no Electrician Crew Chief, and the temporary lead assignment has been
16 designated by the Supervisor of Power/designee.

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

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

1 ARTICLE 18. TRAVEL

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

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



1 **ARTICLE 19: MEAL PERIODS**

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

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

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

9 A. An employee who begins unscheduled overtime work two (2) or more hours before the
10 start of a regular scheduled shift, or begins scheduled overtime work more than two (2) hours before
11 the start of a regular scheduled shift shall be eligible for a meal reimbursement up to fifty percent
12 (50%) of the straight-time journey level rate of pay.

13 B. An employee who works one and one-half (1-1/2) or more hours beyond the end of the
14 regular scheduled shift shall be eligible for a meal reimbursement up to one hundred percent (100%)
15 of the straight-time journey level rate of pay.

16 C. An employee who is scheduled to return for work within two (2) hours or less from the
17 end of the regular scheduled shift shall be eligible for a meal reimbursement up to one hundred
18 percent (100%) of the straight-time journey level rate of pay.

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

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

27 **Section 19.5.** Employees required to work during their meal period shall receive the overtime
28 rate of pay for such portion of the meal period worked. The amount of the time used for the meal

1 period shall then be deducted from the regular or overtime compensation.

2 *Section 19.6.* Employees are required to present a receipt acceptable to Employer for any
3 meal reimbursement.

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1 ARTICLE 20: UNION REPRESENTATIVES

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

6 *Section 20.2.* Such authorized Union representatives shall confine their activities during such
7 investigations to matters relating to this Agreement, and will first make their presence known to the
8 Employer'.

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1 ARTICLE 21: STEWARDS

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

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1 ARTICLE 22: SAFETY AND HEALTH

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

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

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

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1 ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION

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

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

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1 ARTICLE 24: WORKING RULES

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

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1 ARTICLE 25: DISTRIBUTION OF AGREEMENT

2 A copy of this Agreement shall be made available to employees of Employer as set forth
3 under Schedule "A". Bulletin boards shall be maintained at all permanent headquarters and shall be
4 available to the Union for posting of official Union bulletins.

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1 ARTICLE 26: GENERAL AND MISCELLANEOUS

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

5 *Section 26.2.* Employer agrees to arrange for and to pay 100% of all mandatory education
6 required by the County and State to retain those licenses and certifications necessary for continued
7 employment.

8 *Section 26.3.* No wage rate, reasonable condition, or privilege not inconsistent with this
9 agreement and presently enjoyed by any classification of employees covered by this Agreement shall
10 be reduced because of the signing of this Agreement.

11 *Section 26.4.* Employees relieved from duty except for cause during the first half of the day
12 or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty except for cause
13 after having been on duty more than one-half (1/2) day, they shall receive a full day's pay, unless
14 relieved at their own request.

15 *Section 26.5.* If questions should arise with regard to the scheduling of overtime,
16 management, upon request, will provide a verbal explanation on a case-by-case basis.

1 ARTICLE 27: SAVING CLAUSE

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

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ARTICLE 28: WORKING RULES FOR ELECTRICAL WORKERS

Section 28.1. Employees shall receive an amount not less than the equal to 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.

Section 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 Employer-provided pager. 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.

Section 28.3 An employee who works five (5) continuous hours of overtime into the eight (8) hour period immediately prior to the commencement of his/her regularly scheduled shift may choose to take eight consecutive hours of rest or to work the shift at his/her regular straight-time rate of pay. However, for safety reasons, a Chief of Power may relieve an employee from continuous duty over eight (8) hours at any time. If an employee opts not to work his/her regularly scheduled shift or is relieved for safety reasons by a Chief of Power, the employee may use sick leave to compensate for the time off from the shift.

Section 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.

Section 28.5. Where Employer 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 shifts due to unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which

1 applies.

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

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

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

13 **Section 28.9.** Workers shall not be required to report before or after their regular work
14 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
15 When employees are required to put in time before or after their regular working hours for the
16 purpose of servicing vehicles or for loading material, only the additional time worked shall be
17 compensated for at the overtime rate.

18 **Section 28.10.** Workers shall not be required to attend meetings called by Employer except
19 during the regular working hours unless compensated.

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

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

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

27 **Section 28.14.** All framing of poles will be done by Line Workers with the help of Line
28 Worker Helpers. The erection of poles or pulling of poles will be done by Line or Pole Crews. Each

1 Pole Crew is to carry at least one (1) Line Worker in addition to a Line Crew Chief.

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

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

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

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

14 **Section 28.19.**

15 A. Seniority shall be recognized for all employees covered by this Agreement and shall
16 be the period of continuous employment in that classification, unless otherwise provided under
17 Article 29. In the case of a reduction in force, seniority shall apply. Employees advanced to higher
18 classifications who return to their former classifications shall retain their original seniority in such
19 classifications plus time accumulated in the advanced classifications.

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

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

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

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

15 **Section 28.20.** Effective January 23, 1982, Line Workers and Cable Splicers shall receive an
16 annual allowance of \$150.00 for work clothing and equipment. Line Material Workers, Line Worker
17 Helpers, Electrician Constructors and Fire Detection System Specialists shall receive an annual
18 allowance of \$100.00 for work clothing and equipment.

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

22 **Section 28.22.**

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

28 B. Line Material Workers or Line Worker Helpers shall receive the Pole Hauler rate of

1 pay when operating the equipment on a boom truck when in close proximity to energized overhead
2 lines or the equipment on a pole truck, digger, reel truck or reel trailer.

3 **Section 28.23.**

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

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

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

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

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

21 **Section 28.24.** An employee who is promoted to another classification may request to return
22 to his/her previously held classification provided:

- 23 (1) a written request is submitted to the Supervisor of Power/designee,
- 24 (2) There is a regular position vacant in the classification the employee desires to
25 return to,
- 26 (3) the employee meets all the current job requirements of the classification he/she
27 desires to return to,
- 28 (4) Employer is able to recruit and train a qualified replacement for the position

1 that will be vacated by the employee. and

2 (5) Employer incurs no additional expense or inconvenience in honoring the
3 request.

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

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1 ARTICLE 29: TEMPORARY EMPLOYEES

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

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

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

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

21 *Section 29.5.* Employer retains the right to recruit directly for permanent vacancies.

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

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

1 ARTICLE 30: TERM OF AGREEMENT

2 This Agreement shall become effective January 1, 1998, and shall remain in effect through
3 December 31, 2000.

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6 APPROVED this 24 day of January, 1998

7
8 KING COUNTY

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11 King County Executive

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13 SIGNATORY ORGANIZATION:

14 Kawoj Melstead
15
16 International Brotherhood of Electrical Workers, Local 77

17
18 DEPARTMENT:

19
20 Bill C. W...
21
22 Transit Department, King County

13003

Schedule "A" - Wages

Revised Local 77 Wage Schedule				
Effective September 1, 1997 - August 31, 1998				
JOB CLASS	JOB TITLE	HOURLY RATE		
730100	Constructor, Electrician			\$26.88
730600	Constructor, Electrician Lead			\$28.90
730700	Constructor, Electrician Crew Chief 113%			\$30.38
730200	Line Worker, Utility			\$26.88
730300	Line Worker, Helper	\$18.56	\$19.35	\$20.17
730400	Line Worker, Material			\$21.53
731000	Line Worker, Lead 107.5%			\$28.90
730000	Line Crew Chief 113%			\$30.38
730500	Line Worker, Pole Hauler			\$23.54
730800	Splicer, Cable 105%			\$28.23
730900	Splicer, Cable - Lead 112.5%			\$30.25
731100	Splicer, Cable - Crew Chief 118.5%			\$31.86
731300	Specialist, Fire Detection			\$26.88
731400	Crew Chief, Electrician Temporary 113%			\$30.38
731500	Crew Chief, Line Temporary 113%			\$30.38
	Shift Differential			\$ 0.80

* All percentages expressed are percentage of 100% of the Utility Line Worker Rate of Pay

Schedule "B" - Benefits - Full Time Career Service Employees

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

10 B. All full time career service employees and their dependents shall be covered by the
11 medical, dental, vision, life and long term disability plans developed by the Labor Management
12 Insurance Committee. King County agrees to maintain the level of benefits as provided by these
13 plans and pay premiums as described in these programs during 1998. Benefits for 1999 and 2000
14 will be the same unless modified by the Labor Management Insurance Committee, in which case the
15 Union may negotiate for alternate benefits.

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

20 D. Full time career service employees will be eligible for insurance benefits on the first
21 day of the month following thirty days (30) of service.

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

Schedule "C" - Cost of Living

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

- 1. September 1, 1998
- 2. September 1, 1999
- 3. September 1, 2000

B. Each increase added on September 1 shall be on the preceding twelve (12) month period reported in August. The index used for these increases shall be the Seattle Urban Wage Earners and Clerical Workers' Index (1982-84 = 100).

C. All COLA increases shall be the 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.

D. Computations of all wage rates shall be rounded to up to the nearest \$.01 per hour when the remainder is at least \$.005

13003

Memorandum of Agreement, By and Between
King County and the
International Brotherhood of Electrical Workers
Local 77

As soon as practical after the signing, ratification and passage of this Agreement, the Employer shall issue a one-time incentive payment of three hundred dollars to each member of the Bargaining Unit as set forth in Article 1 of this Agreement.

The parties agree, as well, that the following Memoranda of Agreements attached to the prior contract shall continue in effect through the term of this contract:

1. Memorandum of Agreement regarding "Safety Meetings".
2. Memorandum of Agreement regarding "Vacation Donation".
3. Memorandum of Agreement regarding "Shift Differential".
4. Memorandum of Agreement regarding "COLA Percentage".
5. Memorandum of Agreement regarding "Implementation of the Family and Medical Leave Act of 1993".
6. Memorandum of Agreement regarding "Obligation of the County to Defend Civil Actions".

DATED THIS 26th DAY OF December, 1997.

Mark L. Schick
Paul C. WASH

King County

Karyl P. Melstead
International Brotherhood of Electrical
Workers

MEMORANDUM OF AGREEMENT

13003

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

BETWEEN THE

13003

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.

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

13003

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 approval. The Supervisor of Power will review and approve the request submitted by the employee if it meets the criteria outlined herein. Once the request is approved by the Supervisor of Power, the donated hours cannot be returned to the employee who has donated them.

Dated this _____ day of _____, 1994.

KING COUNTY DEPARTMENT OF
METROPOLITAN SERVICES

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 77

MEMORANDUM OF AGREEMENT

BETWEEN THE

13003

KING COUNTY DEPARTMENT OF METROPOLITAN SERVICES (METRO)

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 77

SUBJECT: Shift Differential

Effective July 1, 1992, the shift differential rate of pay will be increased to \$0.80 per hour. If the shift differential rate of pay changes for another bargaining unit and exceeds eighty cents (\$.80) per hour during the term of the January 1, 1995 to and including December 31, 1997 Agreement, the Union may reopen the Agreement only for purposes of discussing a change to the shift differential of pay contained therein.

Dated this _____ day of _____, 1994.

KING COUNTY DEPARTMENT OF
METROPOLITAN SERVICES

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 77

MEMORANDUM OF AGREEMENT

13003

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 24th day of October, 1994.

s/s Robert Railton
KING COUNTY DEPARTMENT OF
METROPOLITAN SERVICES

s/s G. David Hutchins
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,