



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 9, 2002**

**Ordinance 14404**

**Proposed No.** 2002-0218.1

**Sponsors** Constantine, Phillips and Pullen

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Brotherhood of Electrical  
4 Workers, Local 77 representing employees in the  
5 departments of executive services (information and  
6 telecommunications services) and transportation (road  
7 services division); and establishing the effective date of  
8 said agreement.

9  
10

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement negotiated between King  
13 County and International Brotherhood of Electrical Workers, Local 77 representing  
14 employees in the departments of executive services (information and telecommunications  
15 services) and transportation (road services division) and attached hereto is hereby  
16 approved and adopted by this reference made a part hereof.

17            SECTION 2. Terms and conditions of said agreement shall be effective from  
18            January 1, 2002, through and including December 31, 2004.

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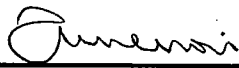
Ordinance 14404 was introduced on 5/20/2002 and passed by the Metropolitan King  
County Council on 7/8/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,  
Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

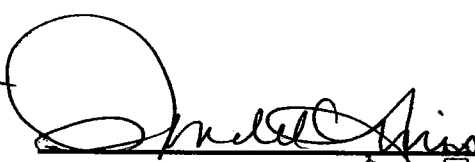
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 11 day of July, 2002   
Ron Sims, County Executive

Attachments    A. International Brotherhood of Electrical Workers (IBEW), Local 77 and King  
County

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KING COUNTY COUNCIL

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

5  
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1    **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL 77**  
2  
3                                   **AND**  
4                                   **KING COUNTY**

4            These Articles constitute an agreement, the 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 the  
10 relationship between King County and its employees by providing a uniform basis for implementing  
11 the right of public employees to join organizations of their own choosing, and to be represented by  
12 such organizations in matters concerning their employment relations with King County, and to set  
13 forth the wages, hours, and other working conditions of such employees in appropriate bargaining  
14 units provided the County has authority to act on such matters and further provided the matter has not  
15 been delegated to any civil service commission or personnel board similar in scope, structure and  
16 authority as defined in R.C.W. 41.56.

17           **B. Joint Labor Management Committee.**

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

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

1           5. To promote the highest degree of efficiency and responsibility in the performance  
2 of the work and the accomplishment of the public purposes of King County;

3           6. To resolve disputes arising between King County and the Union relating to matters  
4 covered by this Agreement.

5           7. To promote systematic labor/management cooperation between King County and  
6 its employees.

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

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

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

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

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

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

14           **Section 3.**

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

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

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

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

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

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

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

6           **Section 8.** Employees outside of the bargaining unit may be temporarily assigned to work  
7 within the bargaining unit for a period not to exceed thirty (30) working days without being subject to  
8 the provisions of Article 2, Union Recognition and Membership.

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

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

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

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

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

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

27 Total holiday hours shall not exceed ninety-six (96) hours per year, except by public  
28 proclamation of the chief executive. Employees working four (4) ten (10) hour days will receive

1 eight (8) hours of holiday pay. All holidays shall be observed in accordance with R.C.W. 1.16.050, as  
2 amended.

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1 **ARTICLE 5: VACATIONS**

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

|  |   | <b>Hourly<br/>Accrual<br/>Rate</b> | <b>Equivalent<br/>Annual<br/>Leave<br/>In Days</b> |
|--|---|------------------------------------|--|
|  | <b>Full Years of Service</b>            |                                    |  |
|  | 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<br>and beyond | .1153                              | 30   |

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

25 **Section 3.** Regular employees shall not be eligible to take or be paid for vacation leave until  
26 they have successfully completed their first six months of County service, and if they leave County  
27 employment prior to successfully completing their first six months of County service, shall forfeit and  
28 not be paid for accrued vacation leave. Regular employees shall be paid for accrued vacation leave to

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

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

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

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

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

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

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

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

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

10       **Section 11.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

27                   2. The family member is the employee's spouse or domestic partner, the parent  
28 of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco

1 parentis to the employee, the employee's spouse or domestic partner; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18           **Section 12. Bereavement Leave.**

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

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

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

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

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

5 **Section 13.** At the employee's option, an employee may place in a fund called the "King  
6 County Medical Fund" the value of the sick leave he or she could have received under the terms of  
7 Section 7 and thereupon participate and receive the same medical coverage as active regular full time  
8 employees at the same rates budgeted for medical insurance coverage for regular full time employees.  
9 When the employee's medical fund is exhausted, the employee shall have the option of self-pay under  
10 the same condition as described above, until such retiree is eligible for Medicare.

11 **Section 14.** Family Medical Leave. Employees are eligible for family leave pursuant to  
12 County ordinance.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage rates for the period from January 1, 2002 through December 31, 2003 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 served  
10 with written notification in advance outlining the reasons for such action and provided with a written  
11 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  
14 compensated at 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  
24 as lead worker. An employee designated by the appointing authority as "lead worker" is eligible for  
25 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At  
26 such time as the "lead-worker" designation is removed, the employee's compensation reverts to the  
27 rate received prior to the designation.

28 **Section 4.** The County will conduct a salary survey to be effective 11:59 p.m. 12/31/2004

1 using the following jurisdictions: City of Seattle, Pierce County, Everett, Tacoma, Bellevue, Renton,  
2 Snohomish County. Positions with comparable duties and responsibilities to the traffic signal  
3 technician and electronic technician will be surveyed. A simple mean of the top step salary will be  
4 used. The County will adjust the entire salary range of the Traffic Signal Technician and Electronics  
5 Communication Technician II by the amount the mean is greater than their salary. The County will  
6 provide the Union with the information from the survey and will allow the Union an opportunity to  
7 review the information.

8           A. Effective January 1, 2002 all classifications and positions will move from the  
9 current 2001 salary table to the County Standard Squared Schedule, this includes a 2.32% COLA  
10 increase (employee's will move to the lowest step that ensures them the full COLA of 2.32% for  
11 2002, which is built into the Squared Salary Table). Effective January 1, 2002, wage rates will also  
12 implement the recommendations of the Professional and Technical Classification/Compensation  
13 Project for the Supervisory Positions.

14           B. Effective January 1, 2003, wage rates in effect on December 31, 2002 shall be  
15 increased by a percentage factor equal to 90% of the percentage increase in the CPI-W. All Cities,  
16 September 2001 - September 2002 base year; provided however, that the amount produced by  
17 application of the foregoing shall not be less than 2.0% nor greater than 6%.

18           C. Effective January 1, 2004, wage rates in effect on December 31, 2003 shall be  
19 increased by a percentage factor equal to 90% of the percentage increase in the CPI-W, All Cities,  
20 September 2002 - September 2003 base year; provided however, that the amount produced by  
21 application of the foregoing shall not be less than 2.0% nor greater than 6%.

22           **Section 5. Shift Premium.** Employees assigned to a shift other than a day shift on a straight-  
23 time basis shall receive a wage differential of 10% of the hourly rate for all hours worked, provided  
24 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  
25 scheduled to start before 6:00 a.m. or end after 6:00 p.m. for a 4-10 shift.

26           **Section 6. Pay Period.** The County may implement a bi-weekly pay period.  
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1 **ARTICLE 8: OVERTIME**

2 **Section 1.** Except as otherwise provided in this Article, employees on a five-day schedule  
3 shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,  
4 exclusive of lunch period, or forty in one week.

5 **Section 2.** Overtime shall be compensated for at one and one half (1-1/2) times the regular  
6 rate. Employees who are FLSA exempt are expected to put in the number of hours required to  
7 perform their job and are not eligible for either overtime or compensation time. Employees who are  
8 FLSA overtime eligible will report overtime in quarter hour increments.

9 **Section 3.** All overtime shall be authorized in advance by the division manager or his  
10 designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a  
11 regularly scheduled work day for the individual crew.

12 **Section 4.** Emergency work at other than the normal scheduled working hours, or special  
13 scheduled working hours not enumerated above shall be compensated as overtime. In the event this  
14 overtime work is accomplished prior to the normal working hours and the employee subsequently  
15 works his regular shift, his regular shift shall be compensated at regular time.

16 **Section 5** There shall be no overtime payment for Traffic Signal Supervisor and  
17 Communications Supervisor.

18 **Section 6. Call- out Pay.** Employees not on standby that are called into work on an  
19 unscheduled basis or because of an emergency, will be paid at the overtime rate of pay from the time  
20 of the call/notice and until the time of return to their home (by the most expeditious route possible).  
21 Employees shall receive a minimum of four (4) hours at the overtime rate for each call out. Where  
22 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

23 **Section 7.** An employee on standby status shall receive 12.75% of his/her regular base hourly  
24 rate of pay for each hour on standby. Standby status requires an employee to remain on standby duty  
25 with a pager (within pager range) during time off. If paged the employee will make contact within  
26 fifteen (15) minutes and be en route within thirty (30) minutes. Employees shall receive notice in  
27 writing prior to assignment on standby duty, except when emergencies interfere with such practice.  
28 Employees called into work while on standby shall be paid in accordance with Section 6, except that

1 they shall not receive standby pay during the period of time they receive time and one-half. FLSA  
2 exempt employees shall not be eligible for standby pay.

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1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.**

3 A. The parties agree that the standard schedule shall consist of five (5) consecutive  
4 work days not to exceed eight (8) hours each exclusive of the meal period, and not to exceed forty  
5 (40) hours per 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 schedules are permitted where mutually agreed to  
10 between the County and the employee, provided that the schedules shall be four consecutive days,  
11 Monday-Friday, and between the hours of 6:00 a.m. and 6:00 p.m.

12 **Section 2.**

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

15 The County shall give the employee advance notice of a temporary assignment. If the County  
16 has less than 10 days notice and the vacancy arises due to the exercise of a leave benefit contained in  
17 this Agreement, the County shall notify the employee no later than the end of the employee's shift the  
18 day before the assignment. If the County has ten (10) or more days notice of a vacancy arising for any  
19 reason, the County shall notify the employee no later than seven (7) calendar days before the  
20 temporary assignment.

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

25 **Section 3.**

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

1                    **B.** The parties agree that 4-10 schedules may also be permitted in special schedules  
2 for specific projects where mutually agreed to between the County and employee.  
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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.

1 **ARTICLE 11: SUBCONTRACTING**

2           The County agrees not to contract out work typically performed by currently employed  
3 members of the bargaining unit if the contracting of such work eliminates or reduces the normal  
4 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the  
5 County is required to contract all or part of the work to be performed due to limitations imposed by  
6 funding agreement, said contracting will not be considered a violation of this article. The County  
7 agrees to provide the Union, upon request, with documentation to support any contracting of work  
8 under the terms of this article.

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1 **ARTICLE 12: 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 rate established by ordinance.

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           **Section 5.** In accordance with Article 1, a Labor Management Committee will be formed to  
12 develop a bidding or selection process for location assignment of Traffic Signal employees, within six  
13 (6) months.

1 **ARTICLE 13: 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 evaluation, the decision of the immediate foreman or supervisor has  
18 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
19 department director or his designee. All letters, memoranda, and other written materials shall be  
20 made available for the review and consideration of the department director or his designee. The  
21 director or designee may interview the employee and/or representative and receive any additional  
22 related evidence which may be deemed pertinent to the grievance. The director or designee shall  
23 make a written decision available within ten working days. If the grievance is not pursued to the next  
24 higher level within five working days, it shall be presumed resolved.

25 **Step 3** - If, after thorough evaluation, the decision of the department director or designee has  
26 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a  
27 joint committee representing the County and the Union. Said committee shall consist of equal  
28 representation for the Union and for the County with a maximum of two for each side. This

1 committee shall attempt to resolve the grievance within ten working days.

2       **Step 4** - Should this committee be unable to agree, either party may request arbitration and  
3 must specify the exact question which it wishes arbitrated. The committee shall then select a third  
4 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
5 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
6 American Arbitration Association. The arbitrator will be selected from the list by both the County  
7 representative and the Union, each alternately striking a name from the list until only one name  
8 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to  
9 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

13       The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
14 equally by both parties. Each party shall bear the expenses and fees of its representatives, attorneys,  
15 and of any witnesses appearing on that party's behalf regardless of the outcome of the hearing.

16       No matter may be arbitrated which the County by law has no authority over, has no authority  
17 to change, or has been delegated to any civil service commission or personnel board as defined in  
18 R.C.W. 41.56.

19       There shall be no strikes, cessation of work or lockout during such conferences or arbitration.  
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1 **ARTICLE 14: 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.



1 **ARTICLE 15: 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.

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1 **ARTICLE 16: 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.

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1 **ARTICLE 17: 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.
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1 **ARTICLE 18: 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 Agreement,  
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
7 not specifically referred to or covered in this Agreement.

1 **ARTICLE 19: DURATION**

2 This agreement shall become effective January 1, 2002 and shall continue in effect through  
3 and including December 31, 2004. 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, 2004.

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8 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2002

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12 By \_\_\_\_\_  
13 King County Executive

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21 International Brotherhood of  
22 Electrical Workers, Local 77

1 **International Brotherhood of Electrical Workers, Local 77**

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3 **ADDENDUM "A" - WAGE RATES**

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5 **2002 KING COUNTY 10 STEP HOURLY SQUARED SCHEDULE**

6 **(including COLA)**

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| 8 <b>Job Class Code</b> | <b>Classification</b>               | <b>Step 4</b> | <b>Step 6</b> | <b>Step 8</b> | <b>Step 10</b> | <b>Range</b> |
|-------------------------|-------------------------------------|---------------|---------------|---------------|----------------|--------------|
| 9 8627                  | Traffic Signal Technician           | \$24.8566     | \$26.0641     | \$27.3302     | \$28.6578      | 55           |
| 10 8716                 | Electrical Inspector                | \$26.6896     | \$27.9861     | \$29.3456     | \$30.7711      | 58           |
| 11 8621                 | Electronic Communication Tech I     | \$17.0078     | \$17.8340     | \$18.7003     | \$19.6087      | 39           |
| 12 8622                 | Electronic Communication Tech II    | \$24.8566     | \$26.0641     | \$27.3302     | \$28.6578      | 55           |
| 13 8628                 | Electronic Communication Specialist | \$26.6896     | \$27.9861     | \$29.3456     | \$30.7711      | 58           |

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16 **Shift Differential: 10%**

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18 **2002 KING COUNTY 10 STEP FLSA EXEMPT SQUARED SCHEDULE**

19 **(including COLA)**

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| 21 <b>Job Class Code</b> | <b>Classification</b> | <b>Step 4</b> | <b>Step 6</b> | <b>Step 8</b> | <b>Step 10</b> | <b>Range</b> |
|--------------------------|-----------------------|---------------|---------------|---------------|----------------|--------------|
| 22 8661                  | Supervisor I          | \$55,513.79   | \$58,210.43   | \$61,038.06   | \$64,003.04    | 58           |
| 23 8662                  | Supervisor II         | \$58,210.44   | \$61,038.07   | \$64,003.05   | \$67,112.06    | 64           |

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