



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 22, 2016

Ordinance 18258

Proposed No. 2016-0108.2

Sponsors Dembowski

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 (Department of Transportation, Transit)
5 representing employees in the department of transportation;
6 and establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:


8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and International Brotherhood of Electrical Workers, Local 77 (Department
10 of Transportation, Transit) representing employees in the department of transportation,
11 which is Attachment A to this ordinance, is hereby approved and adopted by this
12 reference made a part hereof.

13 SECTION 2. Terms and conditions of said agreement shall be effective from
14 January 1, 2015, through and including December 31, 2018.
15

Ordinance 18258 was introduced on 2/16/2016 and passed by the Metropolitan King County Council on 3/21/2016, by the following vote:


Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 30 day of MARCH, 2016.



Dow Constantine, County Executive

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KING COUNTY COUNCIL

Attachments: A. Agreement By and Between King County and International Brotherhood of Electrical Workers, Local 77, Revised 3-15-16

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**AGREEMENT BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 77

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AGREEMENT
By and Between
KING COUNTY
and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

This Agreement is made and entered into by and between King County ("County"), its successors and assigns, and the International Brotherhood of Electrical Workers, Local Union No. 77, ("Union"); the Union being recognized as the representative of employees occupying classifications as set forth under Addendum "A".

PURPOSE OF THIS AGREEMENT

The County and the Union recognize that harmonious relations should be maintained between them and with the public. The County, 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 County 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

The County and the Union will not unlawfully discriminate in the interpretation and/or application of this Agreement based on race, creed, color, religion, national origin, age, marital status, sexual orientation, sex, disability or union status.

ARTICLE 1: SCOPE OF AGREEMENT

This Agreement is applicable to employees of the County in the classifications listed under Addendum "A" who have designated the Union as their representative.

ARTICLE 2: EMPLOYMENT

The County shall select all employees in accordance with the Merit System. When the County has openings in this bargaining unit, the Union will be so notified in writing and invited to refer qualified applicants within five (5) working days of such notice. Such notice shall stipulate

1 classification and special skills, if any, and other needs, if any. After five (5) working days the
2 County may seek additional applicants through its Human Resources Division.

3 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

4 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining
5 representative of all employees whose job classifications are in the work units listed in Addendum
6 "A".

7 **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
8 Agreement who are members of the Union in good standing on the effective date of this Agreement
9 will remain members in good standing and those who are not members on the effective date of this
10 Agreement will on the thirtieth (30) day following the effective date of this Agreement become and
11 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
12 law. It will also be a condition of employment that all employees covered by this Agreement and
13 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day
14 following the beginning of such employment become and remain members in good standing in the
15 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
16 contained in this section will require employees to join the Union who can substantiate, in accordance
17 with the procedures set forth in the Washington Administrative Code, bona fide religious tenets or
18 beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees
19 will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious
20 charity or to another charitable organization mutually agreed upon by the employee and the Union.
21 Employees will furnish proof to the Union each month that such payment has been made.

22 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
23 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
24 written request for discharge and verifies that the employee received written notification of the
25 delinquency including the amount owing, the method of calculation, and the notification that the non-
26 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
27 of each written notification will be mailed to the County concurrent with its mailing to the employee.

28 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an

1 employee, the County will have deducted from the pay of such employee the amount of dues and
2 initiation fees as certified by the Union and will transmit the amount to the Union.

3 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any
4 claims made and against any suit instituted against the County on account of any check-off of dues
5 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
6 error upon presentation of proper evidence thereof.

7 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
8 promoted into a position included in the bargaining unit to sign a form which will inform them of the
9 Union's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy
10 will be given to the employee and the original will be sent to the Union. The County will notify the
11 Union when an employee leaves the bargaining unit.

12 **ARTICLE 4: JOINT LABOR MANAGEMENT**

13 **4.1 Purpose**

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

18 (1) To provide fair and reasonable rates of pay, hours, and working conditions
19 for the employees concerned with the operations of the County as covered by this Agreement;

20 (2) To ensure the making of appointments and promotions as provided under
21 the merit system and this Agreement;

22 (3) To provide stability of employment and to establish satisfactory tenure;

23 (4) To provide for improvement programs designed to aid employees in
24 achieving their acknowledged and recognized objectives as outlined in this Agreement;

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

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

1 (7) To promote systematic labor/management cooperation between the County
2 and its employees.

3 4.2 The JLMC does not waive or diminish management rights and does not waive or
4 diminish Union rights of grievance or bargaining. The JLMC is authorized to bargain an issue
5 including a specific provision contained in this Agreement only if the parties' authorized bargaining
6 agents are present when bargaining. The parties recognize that the JLMC may not be able to resolve
7 every issue.

8 4.3 Meetings - The parties agree that each JLMC shall meet at least quarterly. The
9 JLMC shall be co-equal: there will be an approximately equal number of representatives from
10 management and the Union, except for individuals serving in a resource capacity.

11 4.4 JLMC agenda items will be determined by mutual agreement of committee
12 members. A maximum of four (4) union members from Power and two (2) from Rail will be released
13 during normal work hours to attend a JLMC. Off duty employees who attend a JLMC will not be
14 paid by the County.

15 The parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any
16 unfair labor practice (ULP) charge prior to filing a ULP charge.

17 **ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE**

18 5.1 A grievance shall be a dispute between a bargaining unit employee, or the Union, and the
19 County involving the interpretation or application of this Agreement. Any grievance shall be
20 resolved by the following procedure:

21 **5.2 Grievance Procedure**

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

- 24 (1) Identity of the party or employee who claims to be aggrieved.
25 (2) Date of the occurrence, nature of the grievance, and the facts upon which it
26 is based.
27 (3) The remedy or correction sought.
28 (4) The section(s) of this Agreement allegedly violated.

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B. Step 1: Within ten (10) business days of the date when the employee could reasonably be expected to know the basis for a grievance the steward shall present the written grievance to the employee's appropriate work unit Superintendent or designee. Thereafter, the receiving Superintendent or designee shall meet with the employee and/or shop steward to discuss the grievance.

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

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

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Step 3: If no agreement was reached at Step 2, the grievance may be presented to the Labor Relations Director or designee within ten (10) business days of receipt of the Step 2 response. Thereafter, the Business Representative or designee of the Union will meet with the Labor Relations Director or designee and other appropriate personnel for the purpose of resolving the grievance. The meeting shall be held within ten (10) business days of the Step 3 referral.

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A written reply to the Union shall be made within ten (10) business days after such meeting is concluded. In the event that no agreement can be reached at Step 3, the Union Business Representative may appeal to arbitration by so notifying the Labor Relations Director or designee in writing within ten (10) business days after the Union has received notification of the Step 3 decision.

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5.3 Arbitration Procedure

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

1 procedure:

2 1. The County and the Union shall mutually agree upon an impartial arbitrator.

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

6 3. If the parties cannot agree upon the selection of an arbitrator, the parties
7 will request a list of five (5) arbitrators from the FMCS or PERC and the parties will by lot determine
8 which strikes off first of the list of arbitrators and proceed through the list until one arbitrator
9 remains.

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

16 C. The party desiring arbitration shall give notice thereof within the time limits set
17 forth in Step 3 of the grievance procedure. The time limitations within this Article may be extended
18 by mutual agreement between the parties.

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

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

25 F. The power and authority of the arbitrator shall be to hear and decide each dispute
26 and shall be strictly limited to deciding whether there has been a violation of a provision of this
27 Agreement. The arbitrator shall not have the authority to add or subtract from or modify any of the
28 terms of this Agreement. The decision of the arbitrator shall be based solely on relevant evidence

1 and arguments presented to him/her by the parties and such decision shall be final and binding.

2 G. The expense of the impartial arbitrator shall be borne equally by the parties. Each
3 party is responsible for their own cost of representation, including but not limited to attorneys fees,
4 regardless of the outcome of the arbitration.

5 5.4 New hired probationary and temporary employees can not grieve or appeal a job
6 separation under this Agreement.

7 5.5 No regular employee will be disciplined except for just cause.

8 5.6 By mutual agreement, the parties can elect to mediate a grievance. Mediation does not
9 supplant the grievance or arbitration process.

10 **ARTICLE 6: HOLIDAYS**

11 6.1 Regular and probationary (herein referred to as, "leave eligible employees") who work a
12 full-time workweek schedule shall be entitled to the following legal holidays without reduction in
13 pay:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving
Christmas Day

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26 and any day designated by public proclamation by the governor and as approved by the Council.

27 6.1.1 **Part-time Employees** - Leave eligible employees who work a part-time
28 workweek schedule will be granted each of the holidays with pay as provided for within Sections 6.1

1 and 6.2 prorated to reflect their normally scheduled work day if the holiday falls on a regular scheduled
2 workday.

3 **6.2 Floating Holidays** - Full-time leave eligible employees will receive two (2) additional
4 personal holidays (16 hours) to be administered through the vacation plan. One (1) holiday will be
5 added to accrued vacation in the pay period that contains the first of October and one (1) holiday will be
6 added in the pay period that contains the first of November of each year. These days will be used in the
7 same manner as any vacation day earned.

8 **6.3** To be eligible for the holiday, such employees must be on pay status on the regularly
9 scheduled workday immediately preceding and immediately following a holiday.

10 **6.4** New employees starting work the day after a holiday shall not be entitled to pay for the
11 holiday preceding their first day of work. Employees quitting work or discharged for cause shall not
12 be entitled to pay for the holiday, if any, following their last day of work.

13 **6.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
14 workweek schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
15 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
16 those leave eligible employees whose regular work schedule requires working on a Saturday and/or
17 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

18 **6.6 Maximum Holiday Pay** - The maximum holiday pay is eight (8) hours of regular, straight-
19 time pay.

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1 **ARTICLE 7: VACATIONS**

2 **7.1 Accrual Schedule** - Regular and probationary employees (herein referred to as, "leave
3 eligible employees") hired after May 22, 2002 who work a full-time schedule will accrue vacation
4 leave benefits as described below and further qualified by this section.

5

6 Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
8 0	5	000 thru 060	0.0462 X Basis Hours	12
9 6	8	061 thru 096	0.0577 X Basis Hours	15
10 9	10	097 thru 120	0.0616 X Basis Hours	16
11 11	16	121 thru 192	0.0770 X Basis Hours	20
12 17	17	193 thru 204	0.0808 X Basis Hours	21
13 18	18	205 thru 216	0.0847 X Basis Hours	22
14 19	19	217 thru 228	0.0885 X Basis Hours	23
15 20	20	229 thru 240	0.0924 X Basis Hours	24
16 21	21	241 thru 252	0.0962 X Basis Hours	25
17 22	22	253 thru 264	0.1001 X Basis Hours	26
18 23	23	265 thru 276	0.1039 X Basis Hours	27
19 24	24	277 thru 288	0.1078 X Basis Hours	28
20 25	25	289 thru 300	0.1116 X Basis Hours	29
21 26	99	301 and up	0.1154 X Basis Hours	30

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1 7.1.1 Employees hired on or before May 22, 2002 are eligible for vacation as provided
2 below. Accrual rates are effective January 1 of the year in which the service requirement is met:

Years of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
10 or more years of service	0.0770 X Basis Hours	20
16 years of service	0.0808 X Basis Hours	21
17 years of service	0.0847 X Basis Hours	22
18 years of service	0.0885 X Basis Hours	23
19 years of service	0.0924 X Basis Hours	24
20 years of service	0.0962 X Basis Hours	25
21 years of service	0.1001 X Basis Hours	26
22 years of service	0.1039 X Basis Hours	27
23 years of service	0.1078 X Basis Hours	28
24 years of service	0.1116 X Basis Hours	29
25 years of service	0.1154 X Basis Hours	30

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18 **7.1.2 Part-time Employees** - Leave eligible employees who work a part-time workweek
19 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Sections
20 7.1 or 7.1.1, depending on the date of hire, prorated to reflect their normally scheduled workday.

21 **7.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date of
22 hire in a leave eligible position.

23 **7.3 Maximum Accrual** - Leave eligible employees who work a full-time workweek schedule
24 may accrue up to 480 hours of vacation leave. Leave eligible employees who work a part-time
25 workweek schedule may accrue vacation leave up to 480 hours prorated to reflect their normally
26 scheduled workday. Employees must use vacation leave in excess of the maximum accrual amount
27 on or before the last day of the pay period that includes December 31 of each year. Failure to use
28 vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the

1 maximum amount. However, vacation leave beyond the maximum amount will be allowed by the
2 manager/designee if the carry over is because of cyclical workloads, work assignments or for other
3 reasons.

4 **7.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
5 until he/she has successfully completed his/her initial six (6) months of County service in a leave
6 eligible position. If a leave eligible employee leaves County employment prior to successfully
7 completing his/her initial six (6) months of County service, he/she will forfeit and not be paid for
8 accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her
9 date of separation up to the maximum accrual amount if the employee has successfully completed
10 his/her initial six (6) months of County service in a leave eligible position. Payment will be the accrued
11 vacation leave multiplied by the employee's rate in effect upon the date of leaving County employment
12 less mandatory withholdings.

13 This vacation leave cash-out is subject to any determination by bargaining unit members to
14 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
15 retirement as a result of length of service, as set forth in the King County Code. Such determination
16 is applicable to all members of the bargaining unit.

17 This section does not limit an employee's use of accrued vacation leave for a qualifying event
18 under the Washington Family Care Act.

19 **7.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and
20 such use or payment is consistent with the provisions of this Article.

21 **7.6 Outside Employment** - No employee will work for compensation directly for the County
22 in any capacity during the time that the employee is on vacation leave.

23 **7.7 Partial Day Increments** - Approved vacation leave may be used in one-quarter (1/4) hour
24 increments.

25 **7.8 Payment to Assigns and Heirs** - In cases of separation from County employment by death
26 of an employee with accrued vacation leave and who has successfully completed his/her initial six (6)
27 months of County service in a leave eligible position, payment of unused vacation leave up to the
28 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for

1 by State Law, RCW Title 11.

2 **7.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
 3 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
 4 employees and not incur additional costs while maintaining the efficient functioning of the work unit.

5 **7.10 Notification While on Paid Vacation** - If a leave eligible employee is injured or becomes
 6 ill while on paid vacation, in order to receive sick leave for that time, he/she must notify the
 7 manager/designee on the first day of the injury or illness or as soon as practical, but not later than the
 8 first day after returning to work, unless otherwise required by law. A health care provider's
 9 certification may be required as provided under Section 8.12.

10 **7.11 Restoration following Separation** - If an employee resigns from a full-time regular or
 11 part-time regular position with the county in good standing or is laid off and subsequently returns to
 12 county employment within two years from such resignation or lay off, as applicable, the employee's
 13 prior County service shall be counted in determining the vacation leave accrual rate.

14 **ARTICLE 8: SICK LEAVE**

15 **8.1 Sick Leave** - Regular and probationary employees (herein after referred to as, "leave
 16 eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay
 17 status exclusive of overtime up to a maximum of eight (8) hours per month. Employees shall accrue
 18 sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick
 19 leave if not previously earned.

20 **8.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a
 21 leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any
 22 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
 23 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the
 24 County upon termination. This section does not limit an employee's use of accrued vacation leave for a
 25 qualifying event under the Washington Family Care Act.

26 **8.3 Partial Day Increments** - Approved sick leave may be used in one quarter (1/4) hour
 27 increments.

28 **8.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by

1 leave eligible employees.

2 **8.5 Restoration following Separation** - Separation from employment except by reason of
3 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
4 eligible employee as of the date of separation. Should the regular employee resign in good standing, be
5 laid off or separated for non-disciplinary medical reasons and return to County employment within two
6 (2) years, his/her accrued sick leave will be restored.

7 **8.6 Pay upon Separation** - A leave eligible employee who has successfully completed at least
8 five (5) years of County service and who retires as a result of length of service or who separates by
9 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an
10 amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the
11 employee's base rate of pay in effect upon the date of leaving County employment, less mandatory
12 withholdings.

13 This sick leave cash-out is subject to any determination by bargaining unit members to have
14 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement
15 as a result of length of service, as set forth in the King County Code. Such determination is
16 applicable to all members of the bargaining unit.

17 **8.6.1** Employees retiring under the City of Seattle retirement plan may elect to have
18 the legal equivalent paid for medical care premiums in lieu of cash.

19 **8.6.2** Cash payment of unused sick leave may be deferred for a period of one (1) year
20 or less; provided, however, that the employee notifies the Human Resources Division of his/her
21 desire to do so at the time of retirement. Requests for deferred cash payment of unused sick leave
22 shall be made in writing.

23 **8.7 Leave Without Pay for Employee's Health Reasons** - For FMLA/KCFML qualified
24 leave, an employee must use all of his/her sick leave before taking unpaid leave for his/her own
25 health reasons. If the injury is compensable under the County's workers compensation program, then
26 the employee has the option to augment or not augment time loss payments with the use of accrued
27 sick leave.

28 **8.8 Leave Without Pay for Family Reasons** - For a leave for family reasons, the employee

1 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
2 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
3 (80) hours of accrued sick leave.

4 **8.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
5 sick leave must use accrued vacation leave before going on leave of absence without pay, (this
6 section does not apply to Sections 8.7 or 8.8) if approved by his/her manager/designee.

7 **8.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

12 1. An employee injured on the job may not simultaneously collect sick leave
13 and worker's compensation payments in a total amount greater than the regular pay of the employee;
14 though an employee who chooses not to augment his/her worker's compensation time loss pay
15 through the use of sick leave will be deemed on unpaid leave status;

16 2. An employee who chooses to augment workers compensation payments
17 with the use of accrued sick leave will notify the workers compensation office in writing at the
18 beginning of the leave;

19 **C.** Exposure to contagious diseases and resulting quarantine.

20 **D.** An employee's temporary disability caused by or contributed to by pregnancy and
21 childbirth.

22 **E.** The employee's medical, ocular or dental appointments, provided that the
23 employee's manager/designee has approved the scheduling of sick leave for such appointments.

24 **F.** To care for the employee's eligible child if the child has an illness or health
25 condition which requires treatment or supervision from the employee;

26 **G. Family Medical Leave** - To care for other family members, if:

27 1. The family member is (1) the employee's spouse or domestic partner; (2)
28 the employee's child, a child of the employee's spouse or domestic partner; (3) the parent of the

1 employee, employee's spouse or domestic partner; (4) an individual who stands or stood in loco
2 parentis to the employee, the employee's spouse or domestic partner; or (5) a grandparent of the
3 employee; and,

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

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

8 **b.** The care of the employee's child or child of the employee's spouse
9 or domestic partner whose illness or health condition requires treatment or supervision by the
10 employee; or

11 **c.** The care of a family member because he/she has a serious health
12 condition or an emergency condition.

13 **H.** Leave eligible employees who do not qualify for use of sick leave as provided
14 under Section 8.10.G can use sick leave in the maximum amount of three (3) days per year when an
15 employee is required to care for an immediate family member who suffers from a serious health
16 condition; or as otherwise provided by law.

17 **8.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)
18 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
19 twelve (12) months may take a total of up to eighteen (18) workweeks unpaid leave for his or her
20 own serious health condition, and for family reasons as provided in Sections 8.10.F and 8.10.G
21 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
22 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is
23 subject to the following conditions:

24 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
25 for adoption or foster care for non-medical reasons, an employee may take leave intermittently or on
26 a reduced leave schedule.

27 **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced
28 schedule when medically necessary due to a serious health condition of the employee or family

1 member of the employee; and

2 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
3 reduced leave schedule, under Section 8.11.B that is foreseeable based on planned medical treatment,
4 the manager/designee may require the employee to transfer temporarily to an available alternative
5 position for which the employee is qualified and that has equivalent pay and benefits and that better
6 accommodates recurring periods of leave than the regular position of the employee.

7 **8.11.1 Concurrent Time** - Use of donated leave will run concurrently with the
8 eighteen (18) workweek family medical leave entitlement.

9 **8.11.2 Insurance Premiums** - The County will continue its contribution toward
10 health care during any unpaid leave taken under Section 8.11.

11 **8.11.3 Return to Work from Unpaid Leave** - An employee who returns from
12 unpaid family or medical leave within the time provided in this Article is entitled the same seniority
13 accrued before the date on which leave commenced, subject to layoff provisions, to the following in
14 ranked order:

15 **A.** The same position he/she held when the leave commenced; or

16 **B.** A position with equivalent status, benefits, pay and other terms and
17 conditions of employment.

18 **8.11.4 Failure to Return to Work** - Failure to return to work by the expiration date
19 of the leave of absence may be cause for removal and result in termination of the employee from
20 County service.

21 **8.12 Provider Certification** - The manager/designee and employee are responsible for the
22 proper administration of the sick leave benefit. Verification from a licensed health care provider may
23 be reasonably required to substantiate the health condition of the employee or family member for
24 leave requests.

25 **8.12.1** Unless specifically instructed otherwise for the same injury or illness, the
26 employee shall promptly notify the appropriate work unit Superintendent or designee, by telephone
27 or otherwise, each day off due to illness. If an employee is on a special work shift, particularly where
28 a relief replacement is necessary if he/she is absent, he/she shall notify the appropriate work unit

1 Superintendent or designee as far in advance as possible of his/her scheduled time to report for work.

2 **8.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or
3 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
4 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
5 self care because of mental or physical disability.

6 **ARTICLE 9: PAID LEAVES**

7 **9.1 Donation of Leaves** - Donation of vacation leave hours and donation of sick leave hours.

8 **A. Vacation leave hours**

9 **1. Approval Required** - An employee eligible for paid leave may donate a
10 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
11 donation will occur upon written request to and approval of the donating and receiving employee's
12 supervisor; except, that requests for vacation donation made for the purposes of supplementing the
13 sick leave benefits of the receiving employee will not be denied unless approval would result in a
14 departmental hardship for the receiving department.

15 **2. Limitations** - The number of hours donated will not exceed the donor's
16 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
17 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
18 accrual.

19 **3. Return of Unused Donations** - Donated vacation leave hours must be used
20 within ninety (90) calendar days following the date of donation. Donated hours not used within
21 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
22 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
23 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

24 **B. Sick leave hours.**

25 **1. Written Notice Required** - An employee eligible for paid leave may
26 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
27 written notice to the donating and receiving employee's supervisor.

28 **2. Minimum Leave Balance Required (Donor)** - No donation will be

1 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
2 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
3 hours of his/her accrued sick leave in a calendar year.

4 **3. Return of Unused Donations** - Donated sick leave hours must be used
5 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
6 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
7 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
8 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
9 accrued sick leave hours.

10 **C. No Solicitation** - All donations of vacation and sick leave made under this Article
11 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
12 any other compensation or benefits in exchange for donating vacation or sick leave hours.

13 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to
14 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
15 value will then be divided by the receiving employee's hourly rate to determine the actual number of
16 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
17 straight time hourly rate at the time of reconversion.

18 **9.2 Organ Donors Leave** - The manager/designee will allow an employee eligible for paid
19 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
20 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
21 paid leave provided;

22 **A. Notification** - The employee gives the manager/designee reasonable advance
23 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
24 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
25 result in serious illness, injury, pain or the eventual death of the identified recipient.

26 **B. Provider Certification** - The employee provides written proof from an accredited
27 medical institution, organization or individual as to the need for the employee to donate bone
28 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the

1 participation of the donor is unique or critical to a successful outcome.

2 **C. Time off Subject to Agreement** - Time off from work for the purpose set out
3 above in excess of five (5) working days will be subject to the terms of this Agreement.

4 **9.3 Bereavement Leave**

5 **A.** An employee eligible for paid leave will be entitled to three (3) working days of
6 bereavement leave a year, due to death of a member of his/her immediate family.

7 **B. Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for
8 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
9 three (3) working days for each instance when death occurs to a member of the employee's
10 immediate family.

11 **C.** In the application of any of the foregoing provisions, when a holiday or regular
12 day off falls within the prescribed period of absence, it will not be charged against the employee's
13 sick leave account nor bereavement leave credit.

14 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
15 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
16 employee, employee's spouse or employee's domestic partner.

17 **E.** The appropriate work unit Superintendent or designee may authorize time off for
18 the purpose of attending the funeral of a relative other than a close relative, as defined above, not to
19 exceed five (5) days; such time off being chargeable to the sick leave account of the employee.

20 **9.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to
21 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
22 school attended by the employee's child provided; an employee requesting to use sick leave for this
23 purpose will submit such request in writing specifying the name of the school and the nature of the
24 volunteer services to be performed.

25 **9.5 Jury Duty** - An employee eligible for paid leave who is notified to serve on a jury will be
26 entitled to his/her regular County pay; provided, that fees for such jury duty, exclusive of mileage, are
27 returned to the County via his or her Supervisor.

28 When an employee who is eligible for paid leave is notified to serve on jury duty, he or she

1 will inform the appropriate work unit Superintendent or designee as soon as possible, but not later
2 than three (3) weeks in advance, regarding the date the employee is required to report for jury duty.
3 The employee will be relieved of regular duties during the time of reporting for jury duty and will be
4 transferred, if necessary, to a shift and schedule that corresponds with the jury duty shift and schedule
5 for the week(s) assigned. In no event shall such a transfer for the purpose of accommodating jury
6 duty cause the County to pay overtime to the employee for which the transfer is being made.

7 When released from jury duty for the day, and/or when the total required assignment to jury
8 duty has ended, the employee shall immediately notify the appropriate work unit Superintendent or
9 designee and receive direction regarding returning to the worksite. An employee shall, upon request,
10 provide proof of the days and times that jury service was performed.

11 **9.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
12 time off with pay for the purpose of participating in County qualifying or promotional examinations.
13 This will include time required to complete any required interviews.

14 **9.7 Military Leave** - A leave of absence for active military duty or active military training duty
15 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
16 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
17 employee, accompanied by a validated copy of military orders ordering such active duty or active
18 training duty, and any applicable required uniformed services leave form.

19 **ARTICLE 10: INDUSTRIAL INJURY OR ILLNESS**

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

1 **ARTICLE 11: LEAVE OF ABSENCE**

2 **11.1**

3 A. A leave of absence without pay, for other than military leave or health reasons,
4 may be granted to a regular employee by the appropriate work unit Superintendent or designee. The
5 employee must request a leave of absence without pay in writing and present the request to the
6 appropriate work unit Superintendent or designee. The employee must use all accumulated vacation
7 before being granted a leave of absence without pay.

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

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

14 D. The department will reinstate an employee in his/her former classification at the
15 end of a leave of absence without pay provided the employee is able to perform the duties of his/her
16 position. An employee on leave will be subject to layoff to the same extent as active employees.
17 Failure to return from leave of absence without pay on the specified date will constitute a resignation.

18 **11.2** One (1) day of leave per Agreement year without loss of pay may be taken with
19 approval of the appropriate work unit Superintendent or designee when it is necessary that the
20 employee be off work in the event of a family emergency. This leave may not be carried into the
21 next payroll year or cashed out.

22 **ARTICLE 12: HOURS OF WORK**

23 **12.1** The standard workweek shall consist of five (5) consecutive working days of eight (8)
24 hours each aggregating forty (40) hours per week.

25 **12.2** During the standard workweek, the day shift shall consist of an eight and one-half (8-
26 1/2) hour period with an unpaid one-half (1/2) hour off for lunch. The day shift(s) shall start no
27 earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees shall
28 eat at the location arranged by the appropriate work unit Superintendent or designee; provided, such

1 location has clean toilet facilities and a place to eat their lunch.

2 **12.3** Whenever it is necessary to meet the County's needs, hours of work may be scheduled
3 to cover the period from 6:00 p.m. to 6:00 a.m. Shifts that start before 6:00 a.m. or end after 6:00
4 p.m. shall be an eight (8) hour shift with a paid 30 minute meal period between the second (2nd) and
5 fifth (5th) hour of the shift. The County will make every reasonable effort to provide the employee
6 with an uninterrupted meal period. If the meal period should be interrupted due to performing a work
7 task, upon the completion of the task, the meal period will be continued until the employee has
8 received a 30 minute meal period. Time spent performing the task is not considered part of the meal
9 period. Employees working such shift shall be paid at the regular straight-time wage rate for any
10 eight (8) hour shift plus any wage differential which may be allowed under Section 13.6 of this
11 Agreement.

12 **12.4** All shifts will be scheduled to start on the hour or half hour. Notice of such shift(s)
13 change shall be given as far in advance as possible but no less than ten (10) days prior to
14 implementation and shall continue for a minimum of ten (10) consecutive work days.

15 **ARTICLE 13: WAGE RATES**

16 **13.1** The County agrees to pay to its employees and the Union agrees that its members
17 employed by the County will accept the wage scales for the various classifications set forth and
18 contained in Addendum "A" of this Agreement.

19 **13.2 Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated
20 at 107.5% of the journey level classification in which such employees are working, when so assigned
21 as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a
22 line crew of which at least two (2) journey level workers are on a job together with no crew chief.
23 The lead utility line worker shall continue to work as a member of the crew.

24 **13.3 Lead Electrician Constructor** - A temporary lead Electrician Constructor shall be
25 compensated at 107.5% of the journey level classification when there are two (2) or more electricians
26 working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief,
27 and the temporary lead assignment has been designated by the Supervisor of Power/designee.

28 **13.4 Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%

1 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead
2 responsibilities when two or more Cable Splicers are working together in the absence of the Cable
3 Splicer Crew Chief.

4 **13.5 Lead Rail Electrical Worker** – Employees designated as temporary Lead Rail
5 Electrical Workers shall be compensated at 107.5% of the journey level classification, when so
6 assigned as in-charge. Lead Rail Electrical Workers shall be assigned by the appropriate work unit
7 Superintendent or designee when a crew of which at least two (2) journey level workers are on a job
8 together with no supervisor. The Lead Rail Electrical Worker shall continue to work as a member of
9 the crew.

10 **13.6 Lead Transit Facilities Electrician** – Employees designated or hired as a Lead Transit
11 Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician
12 classification.

13 **13.7 Shift Differential** - Employees regularly assigned to a shift other than a day shift on a
14 straight-time basis shall receive a wage differential of three dollars (\$3.25) per hour for all hours
15 worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

16 **13.8 Cost of Living**

17 1. In 2015 and 2016, the parties agree that wages will be increased by percentage
18 amounts shown below:

19 A. Effective January 1, 2015, Employees shall be eligible to receive an
20 increase of two percent (2%).

21 B. Effective January 1, 2016, Employees shall be eligible to receive an
22 increase of two and one quarter percent (2.25%).

23 C. Annual wage increases, if any, are to be negotiated by the parties for the
24 years 2017 and 2018.

25 **13.9 Overtime**

26 A. Overtime is defined to be work over the time regularly required for the
27 performance of the duties of any particular position; and/or work on any day which is not included in
28 the regular and ordinary time required, nor included in work schedules promulgated by the County

1 for performance of the duties in any particular position, and/or work on any holiday listed under
2 Article 6 falling on Monday through Friday, inclusive. Overtime work shall be compensated at the
3 double-time rate of pay.

4 **B. Scheduled Overtime** - relates to employees instructed before quitting time or
5 notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated
6 hour.

7 **C. Nonscheduled Overtime** - relates to employees who are requested, without notice
8 as defined in "Scheduled Overtime", to report for emergency overtime work.

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

11 **13.10 Holiday Pay** - All work performed on holidays shall be compensated at overtime rate
12 in addition to the holiday pay under Section 6.1. No combination of overtime payments to an
13 employee shall exceed three (3) times the regular rate of pay.

14 **13.11 Work Outside of Classification**

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

18 **B.** In the case of an employee being employed at two (2) classifications in the same
19 half-day, s/he shall receive the higher rate of pay for that half (1/2) day. Replacement relief of a
20 higher classification shall be at the same rate of pay as that of the relieved person. Holidays falling in
21 the replacement period shall be at the higher rate provided the employee works the day before and the
22 day after the holiday. The higher rate of pay does not apply to vacation or sick leave occurring
23 during such assignment.

24 **C.**

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

1 above equipment when used for any purpose.

2 2. Line Material Workers or Utility Line Worker Helpers shall receive the
3 Pole Hauler rate of pay when operating the equipment on a boom truck when in close proximity to
4 energized overhead lines or the equipment on a pole truck, digger, reel truck or reel trailer.

5 **13.12 License/Certification Pay** - Employer agrees to arrange for and to pay one hundred
6 percent 100% of all mandatory education required by the County and State to retain those licenses
7 and certifications necessary for continued employment.

8 **13.13 Relieved from Duty Pay** - Employees relieved from duty except for cause during the
9 first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty
10 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full
11 day's pay, unless relieved at their own request.

12 **13.14 Call-Out Pay**

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

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

24 **13.15 Standby Pay** - Employees may be asked to make themselves available to respond to
25 emergencies by being placed on standby duty. Employees who accept standby duty are to be
26 available to a phone or to respond to a County provided pager. The employee will be compensated
27 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Utility Line Worker.

28 **13.16 High-time Pay** - All workers employed on work poles or towers seventy-five (75) feet

1 above ground or higher shall be paid at the rate of double-time while working at such heights. This
2 rule does not apply when workers are working on the roofs of buildings where no exceptional hazard
3 exists. For Rail employees, the seventy-five feet will be calculated as the distance from the ground
4 when the employee is elevated in any type of lift equipment. High time pay will be paid on an actual
5 time basis.

6 **13.17 Clothing and Equipment Allowance Pay**

7 **1. Power:** All regular and Term Limited Temporary employees shall be paid an
8 annual maximum of one hundred fifty dollars (\$150.00) for work clothing and equipment. This
9 payment will be paid annually in the pay period that covers April 1st.

10 **2. Rail:** All regular employees shall be paid an annual maximum of one hundred fifty
11 dollars (\$150.00) for work clothing and equipment. This payment will be paid annually in the pay
12 period that covers April 1st.

13 **13.18 Boot Allowance**

14 **1.** The County shall pay annually one hundred and fifty dollars (\$150.00) per
15 employee for the cost of purchasing protective footwear. Such footwear will comply with ASTM
16 F2413-05 I/75 C/75 EH with all leather upper, or as may be amended. This payment will be paid
17 annually in the pay period that covers April 1st.

18 **ARTICLE 14: MEAL PERIODS**

19 **14.1** For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;
20 however, not less than three (3) nor more than five (5) hours from the beginning of the shift.

21 **14.2** Employees scheduled to work overtime shall furnish their meal for the first eight (8)
22 hours worked as if on a regular scheduled shift.

23 **14.3** Meals and meal periods for scheduled overtime hours worked either before or after a
24 normally scheduled shift shall be as follows:

25 **A.** An employee who begins unscheduled overtime work two (2) or more hours
26 before the start of a regular scheduled shift, or begins scheduled overtime work more than two (2)
27 hours before the start of a regular scheduled shift shall be eligible for a meal allowance at eighty
28 percent (80%) of the straight-time journey level rate of pay.

1 **B.** An employee who works one and one-half (1-1/2) or more hours beyond the end of
2 the regular scheduled shift shall be eligible for a meal allowance at eighty percent (80%) of the
3 straight-time journey level rate of pay.

4 **C.** An employee who is scheduled to return for work within two (2) hours or less
5 from the end of the regular scheduled shift shall be eligible for a meal allowance at eighty percent
6 (80%) of the straight-time journey level rate of pay.

7 **D.** All succeeding meal periods will be in six (6) hour increments and will be covered
8 as a meal allowance at eighty percent (80%) of the straight-time journey level rate of pay.

9 **14.4** Employees called in for unscheduled overtime work shall be eligible for a meal
10 allowance if such work is performed up to or continues after an established meal period. For
11 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00
12 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-
13 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty
14 percent (80%) of the straight-time journey level hourly rate of pay.

15 **14.5** Employees required to work during their meal period shall receive the overtime rate of
16 pay for such portion of the meal period worked. The amount of the time used for the meal period
17 shall then be deducted from the regular or overtime compensation.

18 **14.6** Employees shall be paid a meal allowance consistent with the meal rates established in
19 this Article. A meal allowance will be subject to taxes and withholdings as appropriate.

20 **ARTICLE 15: GENERAL AND MISCELLANEOUS**

21 **15.1** No wage rate, reasonable condition, or privilege not inconsistent with this agreement
22 and presently enjoyed by any classification of employees covered by this Agreement shall be reduced
23 because of the signing of this Agreement.

24 **15.2 Union Representative**

25 **A.** The authorized representatives of the Union shall be allowed admission to any job
26 at any reasonable time for the purpose of investigating conditions existing on the job. On projects
27 which are under military guard, the County will cooperate with Union representatives in this regard
28 as far as regulations will permit.

1 **B.** Such authorized Union representatives shall confine their activities during such
2 investigations to matters relating to this Agreement and will first make their presence known to the
3 County.

4 **15.3 Stewards** - The Union Business Manager and/or Representative shall have the right to
5 appoint a steward at any shop or on any job where workers are employed under the terms of this
6 Agreement. The steward shall see that the provisions of this Agreement are observed, and he/she
7 shall be allowed reasonable time to perform these duties during regular working hours. The County
8 shall be furnished with the names of stewards so appointed. Under no circumstances shall the County
9 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence
10 with respect to an alleged violation of any provision of this Agreement.

11 **15.4 Distribution of the Agreement** - A copy of this Agreement shall be made available to
12 employees of the County as set forth under Addendum "A". Bulletin boards shall be maintained at
13 all permanent headquarters and shall be available to the Union for posting of official Union bulletins.

14 **15.5 Union Leave of Absence** - Any employee elected or appointed to office in the Union
15 which requires a part of or all of his/her time, shall be given a leave of absence upon application.
16 He/she shall not lose any seniority established with the County at the time of the leave of absence.

17 **15.6 Apprenticeship**

18 **A.** If both parties to this Agreement recognize that an appropriate system of
19 apprenticeship is desirable, they may agree to form a Joint Committee whose functions shall be to
20 recommend to the appropriate bodies any procedures necessary in the attainment of this objective as
21 contemplated.

22 **B.** This Committee shall be composed of a maximum of three (3) representatives of
23 the County and a maximum of three (3) representatives of the Union.

24 **15.7** In the event that there is a material change to the work represented by the Union due to
25 changes in technology or future automation, the County agrees to bargain the impact as required by
26 law through the JLMC and with the County's Labor Negotiator.

27 **15.8** The County agrees to not contract work historically performed by the members of the
28 bargaining unit if the contracting of such work eliminates positions in the bargaining unit. If, in order

1 to secure funding for a specific time-limited project, the County is required to contract all or part of
2 the work to be performed due to limitations imposed by a funding agreement, said contracting will
3 not be considered a violation of this section. The County agrees to provide the Union, upon request,
4 documentation to support any contracting of work under the terms of this section. The County retains
5 the right to contract work that it has historically contracted.

6 **15.9 Defendant in Civil Action** - Whenever an employee is named as a defendant in a civil
7 action arising out of the performance of the employee's duties and, acting within the scope of
8 employment, the Prosecuting Attorney's Office shall, at the written request of the employee, furnish
9 counsel to represent the employee to the final determination of the action, without cost to the
10 employee. Where a possible conflict exists between the County and the employee, the Prosecuting
11 Attorney may, at his or her sole discretion, appoint outside counsel as a special deputy prosecuting
12 attorney to represent the employee. In such cases, the County shall be responsible for payment of
13 costs incurred in such defense. This provision will be governed by the terms of King County Code
14 2.21.050.

15 **ARTICLE 16: TERM LIMITED TEMPORARY (TLT) EMPLOYEES**

16 **16.1** Short Term Temporary employees shall mean a person who is employed for a period of
17 time not to exceed six (6) months per calendar year. However, Term Limited Temporary(TLT)
18 employees may be used for a maximum period of twelve (12) months on a special project or to back-
19 fill for a regular employee, or for a longer period if agreed to by the Union when the special project
20 or back-fill extends beyond twelve (12) months.

21 **16.2** A TLT employee who is later hired as a regular employee in the same classification, the
22 TLT employment period will count as service credit for pay purposes and the service will count for
23 seniority accrual and continuous service credit only during a single period of TLT employment;
24 provided, however, when a TLT employee is terminated by the County and rehired as a regular
25 employee within thirty (30) days, the prior service shall be credited as the employee's continuous
26 service for purposes of seniority only. A TLT employee who voluntarily resigns, is discharged or has
27 more than thirty (30) consecutive days lapse in employment will not be eligible for prior service
28 credit for purposes of seniority, pay or benefits if rehired as a regular or TLT employee.

1 16.3 The County retains the right to recruit directly for permanent vacancies.

2 16.4 TLT employees who are selected by the County for a regular position in the same
3 classification shall serve a six (6) month probationary period; however, if the employee has ninety
4 (90) or more days of continuous TLT employment in the classification at the time of selection, the
5 probationary period shall be reduced to three (3) months.

6 **ARTICLE 17: WORK RULES**

7 17.1 The work rules contained in Article 17 and not inconsistent with the other provisions of
8 this Agreement are hereby adopted and will remain in effect until modified or amended. Any
9 changes in the working rules between the County and the Union shall be promulgated in the form of a
10 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

11 **17.2 Health and Safety**

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

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

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

20 D. Safety meetings shall be scheduled on a suitable work day each month.

21 E. 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 F. An employee who works five (5) continuous hours of overtime, some portion of
26 which overlaps into the eight (8) hour period immediately prior to the commencement of his/her
27 regularly scheduled shift, may choose to take eight consecutive hours of rest or to work the shift at
28 his/her regular straight-time rate of pay. If an employee opts to take eight consecutive hours of rest,

1 the employee may use sick leave to compensate for the time off from the shift. The employee shall
2 complete the balance of his/her regularly scheduled shift after the eight hour rest period, provided
3 four (4) or more hours remain. If less than four (4) hours remain, the employee may work the
4 remaining time on the shift or take vacation leave. Only in the event of insufficient sick or vacation
5 leave balance(s) may an employee be unpaid for the shift or portion of the shift that is not worked.

6 For safety reasons, a Chief of Power may relieve an employee from duty at any time after the
7 employee has been continuously on duty over eight (8) hours, and this shall be documented. If
8 relieved from duty for safety reasons, the portion of the regularly scheduled shift that overlaps eight
9 (8) hours of rest shall be compensated at the regular straight time rate as paid rest period. The
10 employee shall complete the balance of his or her regularly scheduled shift after the eight hour rest
11 period, provided four (4) or more hours remain. If less than four (4) hours remain, the employee may
12 work the remaining time on the shift or take vacation leave. Only in the event of insufficient vacation
13 leave balance(s) may an employee be unpaid for the remaining portion of the shift that is not worked.

14 The County shall not be responsible for any portal to portal pay associated with leaving for or
15 returning after a rest period.

16 **G.** The parties agree that all employees, regular and temporary, are encouraged to
17 raise safety concerns at any time, at a safety meeting, anonymously via the green card system, or
18 other methods as available. It is the intent and goal of the parties to provide a safe and secure work
19 environment.

20 **17.3 Classification Relief** - As a matter of general personnel administration, an employee
21 can be expected to assume responsibilities and perform duties within their craft above or below
22 his/her classification in a relief capacity for a portion of his/her time, except where contrary to current
23 practices.

24 **17.4 Transporting (applies to Power only)** - Line Material Workers shall not be
25 downgraded, nor Utility Line Worker Helpers upgraded for driving any truck when used for the sole
26 purpose of transporting workers, supplies or equipment.

27 **17.5 Helpers - (applies to Power only)** Employees classified as Helpers will in no event be
28 used as substitutes to replace journey level workers.

1 **17.6 Pole Framing (applies to Power only)** - All framing of poles will be done by Utility
2 Line Workers with the help of Utility Line Worker Helpers. The erection of poles or pulling of poles
3 will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Utility Line Worker
4 in addition to a Line Crew Chief. A pole that is exclusively used for lighting, and does not require
5 the use of a digger to install may be set with a Line Material Worker and a Journey Utility Line
6 Worker/Electrician Constructor.

7 **17.7 Tree Trimming** – In Power, all tree trimming, where there is a possibility of contact
8 with transmission or distribution circuits, will be done by Utility Line Workers. In Rail, Rail
9 Electrical Workers will trim trees that interfere with train movement or electrical installations related
10 to rail.

11 **17.8 Pulling Cable** – In Power, a crew pulling underground cables with power shall include
12 not less than two (2) cable splicers and shall be supervised by a Cable Splicer Crew Chief. In Rail,
13 the pulling of underground cables with power equipment will include no less than two (2) Rail
14 Electrical Workers supervised by a temporary Lead Rail Electrical Worker.

15 **17.9 Underground Work** – In Power, any work performed in the underground system other
16 than inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may
17 include pumping and "one call dig" identification. Under no circumstance shall inspection be
18 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which
19 shall receive Cable Splicer's rate of pay. The other worker may be a Journey Utility Line Worker or
20 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be
21 deemed qualified until they have satisfactorily completed a course in vault rescue and received
22 confined space training. In Rail, any electrical work performed in an underground vault of the rail
23 system will require a minimum of two (2) Rail Electrical Workers.

24 **17.10 Hot Tapping** – In Power, all hot tapping on a pole shall be done by a journey level
25 Utility Line Worker. In Rail, all hot tapping on the rail system will be done by Rail Electrical
26 Workers.

27 **17.11 Staffing**

28 A. There shall be an Electrician constructor Crew Chief and a Line Crew Chief on the

1 day shift, Monday through Friday, except holidays.

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

4 **C.** When there are at least three (3) but not more than six (6) Electrician Constructors
5 and/or Fire Detection System Specialists, or Rail Electrical Workers assigned to work on the same
6 project, job or assignment, one shall be designated by the appropriate work unit Superintendent or
7 designee to be the Temporary Lead Worker in charge provided there is no other supervision on the
8 project, job or assignment. Fire Detection System Specialists shall only be designated as Temporary
9 Lead Worker in Charge when such project, job or assignment is on fire detection systems.

10 **D.** When two (2) or more Electrician Constructors and/or Fire Detection System
11 Specialists are on a shift without an Electrician constructor Crew Chief or Chief of Power assigned to
12 the shift, one shall be designated by the appropriate work unit Superintendent or designee to be the
13 Temporary Lead Worker in charge.

14 **E.** Supervision for Utility Line Worker shall be set forth as provided under WAC
15 296-45-105. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing
16 Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

17 **17.12 Reporting** - Workers shall not be required to report before or after their regular work
18 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
19 When employees are required to put in time before or after their regular working hours for the
20 purpose of servicing vehicles or for loading material, only the additional time worked shall be
21 compensated for at the overtime rate.

22 **17.13 Meetings** - Workers shall not be required to attend meetings called by the County
23 except during the regular working hours unless compensated.

24 **17.14 Shift Selection**

25 **A.** Employees with more than six (6) months of service shall select their one (1) year
26 shift preference, by seniority, for each quarter of the shift schedule, provided that the County may, at
27 its discretion, set aside two (2) day shift slots for electricians and one (1) day shift slot for line crew
28 classifications as needed for training and orientation. The shift shall rotate every three (3) months in

1 December, March, June and September. The effective date of the shift rotation will be on the
2 beginning of the payroll period following the 15th of the month after each of the listed months.
3 Except for projects, jobs, or assignments, in the event that a shift is significantly changed the parties
4 will bargain any impacts as required by law. For purposes of this Agreement, the determination of
5 what constitutes a significant change in a shift shall be decided by the Joint Labor - Management
6 Committee and such decision shall not be subject to the grievance procedures under Article 5.
7 Employees shall be permitted to trade shifts for a three (3) month rotation period, provided it is at no
8 cost to the County. Sign-ups shall be posted the first day of December and employees must make
9 their selection no later than December 15th, exceptions may be made on a case by case basis. The
10 Appropriate Superintendent or designee shall determine days off for all shifts.

11 **B.** The appropriate work unit Superintendent or designee shall have the right to
12 transfer employees from one shift to another without regard to seniority when it is necessary to fill a
13 vacancy caused by the absence of an employee, subject to the provisions of Sections 17.15 and 17.16.

14 **C.** All employees appointed to regular positions must successfully serve a
15 probationary period equivalent of six (6) months of full-time employment.

16 **17.15 Transfer**

17 **A.** Where the County desires the transfer of employees from one shift to another, no
18 loss in regular pay shall result and a nominal fifteen and one-half (15-1/2) hours off duty between
19 shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen
20 and one-half (15-1/2) hours off duty; except when employees are required to change shifts due to
21 unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which
22 applies.

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

26 **17.16 Work Schedule for Position** - The schedule for regular working days and regular days
27 off goes with the job and not the worker, and an employee exercising the option for the change from
28 one job to another assumes the working days and days off of the new job and anything pertaining to

1 his/her schedule for the old job ceases at the beginning of the new job.

2 **17.17 Promotion** - An employee who is promoted to another classification may request to
3 return to his/her previously held classification provided:

4 A. A written request is submitted to the appropriate work unit Superintendent or
5 designee,

6 B. There is a regular position vacant in the classification the employee desires to
7 return to,

8 C. The employee meets all the current job requirements of the classification he/she
9 desires to return to,

10 D. The County is able to recruit and train a qualified replacement for the position that
11 will be vacated by the employee, and

12 E. The County incurs no additional expense or inconvenience in honoring the request.

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

17 **17.18 Travel** - Each employee shall be assigned a designated place(s) to report to work. The
18 employee shall report to the place designated at the commencement of the working day and after
19 reporting, shall be regarded as on duty; and that employee shall not be required to report to any other
20 place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel
21 between the place of reporting and the actual place of work) shall be part of the employee's work
22 time, and any transportation necessary shall be provided by the County.

23 **17.19 Private Vehicles** - All employees called for emergency non-scheduled overtime, when
24 directed by the appropriate work unit Superintendent or designee to use their private car for
25 transportation, shall be reimbursed at the prevailing IRS mileage rate for each mile traveled from
26 their homes and return, plus toll bridge costs.

27 **17.20 REDUCTION IN FORCE AND REHIRE**

28 A. Seniority shall accrue for all regular employees covered by this Agreement and

1 shall be the period of continuous employment. In the case of a reduction in force, seniority shall
2 apply. A regular employee who advances to a higher classification and who returns to former
3 classification shall retain his/her original seniority in such classification plus time accumulated in the
4 advanced classification.

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

8 C. Employees laid off as a result of a reduction in force shall be laid off according to
9 seniority with the least time being the first to go. In the event there are two or more employees
10 eligible for layoff within the division with the same classification and seniority, the appropriate work
11 unit Superintendent or designee will determine the order of layoff based on employee performance.

12 D. When a reduction in force is necessary, the Union and the employees who may be
13 affected shall be notified at least thirty (30) calendar days prior to the effective date. At such time as
14 a reduction in force is of such an emergency nature as to prevent thirty (30) calendar days notice, the
15 earliest possible notification will be given.

16 E. Employees in a higher classification who have been notified of layoff may use
17 seniority to bump the least senior employee in a lower classification within the bargaining unit and
18 Section provided they are qualified.

19 F. Employees laid off will be eligible for rehire into positions of the same
20 classification according to seniority with King County. That is, the employee laid off last will be the
21 first rehired.

22 **ARTICLE 18: SAVING CLAUSE**

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

1 **ARTICLE 19: WORK STOPPAGE**

2 The County and the Union agree that the public interest requires efficient and uninterrupted
3 performance of all County services and to this end pledge their best efforts to avoid or eliminate any
4 conduct contrary to this objective. Specifically, the Union shall not cause or condone any work
5 stoppage, strike, slowdown or other interference with County functions by employees under this
6 Agreement. The Union and its officers shall, in good faith, use every reasonable effort to terminate
7 such unauthorized action.

8 **ARTICLE 20: PERFORMANCE EVALUATIONS**

9 The County may conduct performance evaluations at least annually as part of a systematic
10 and equitable employee performance management system.

11 **ARTICLE 21: MEDICAL, DENTAL & LIFE INSURANCE**

12 King County presently participates in group medical, dental and life insurance programs. The
13 County agrees to maintain the level of benefits in these plans during the term of this Agreement,
14 provided that the Union and County agree to incorporate changes to employee insurance benefits
15 which the County may implement as a result of the agreement of the Joint Labor-Management
16 Insurance Committee. Coverage eligibility will be governed by the 2005 King County Personnel
17 Guidelines.

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1 **ARTICLE 22: TERM OF AGREEMENT**

2 **22.1** This Agreement shall become effective upon the conclusion of approval process by the
3 King County Council and cover the period January 1, 2015 through December 31, 2018.

4 **22.2** Either party may initiate negotiations upon written notice to the other within ninety (90)
5 days of the expiration of this Agreement.

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APPROVED this 4th day of February, 2016.

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By: 
King County Executive

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International Brotherhood of Electrical Workers, Local 77:

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Louis Walter, Business Manager/Financial Secretary

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cba code: 101

Addendum A - Wages
International Brotherhood of Electrical Workers Local 77
Transit Division - Department of Transportation

Union Code: E2

Effective January 1, 2015

Job Class Code	PeopleSoft Job Code	Classification Title	2015 Hourly Rate		
8207100	730800	Cable Splicer			\$ 46.31
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 49.69
8210100	731100	Cable Splicer Chief (113%) *			\$ 52.33
8204100	730100	Electrician Constructor			\$ 43.73
8204101	730600	Electrician Constructor - Lead			\$ 47.00
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 49.41
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 49.41
8209100	731300	Fire Detection Specialist			\$ 43.73
8208200	730000	Line Crew Chief (113%) *			\$ 49.89
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 49.89
8206100	730400	Line Material Worker I			\$ 34.67
8206110	730410	Line Material Worker II			\$ 38.96
8211100	730500	Pole Hauler			\$ 37.86
8212100	823102	Rail Electrical Worker			\$ 44.15
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 47.46
8213100	824101	Transit Facilities Electrician			\$ 43.73
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 47.00
8208100	730200	Utility Line Worker			\$ 44.15
8205100	730300	Utility Line Worker - Helper	\$ 29.86	\$ 31.12	\$ 32.46
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 47.46
Standby Pay					\$ 5.63
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate


 LOUIS R. WALKER
 BM/FS IBEW 77
 2/25/2016

18258
 Replacement for Addendum A,
 dated February 25, 2016 (p. 1)

cba code: 101

Addendum A - Wages
International Brotherhood of Electrical Workers Local 77
Transit Division - Department of Transportation


Union Code: E2

18258

Effective January 1, 2016

Job Class Code	PeopleSoft Job Code	Classification Title	2016 Hourly Rate		
8207100	730800	Cable Splicer			\$ 47.35
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 50.81
8210100	731100	Cable Splicer Chief (113%) *			\$ 53.51
8204100	730100	Electrician Constructor			\$ 44.71
8204101	730600	Electrician Constructor - Lead			\$ 48.06
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 50.52
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 50.52
8209100	731300	Fire Detection Specialist			\$ 44.71
8208200	730000	Line Crew Chief (113%) *			\$ 51.01
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 51.01
8206100	730400	Line Material Worker I			\$ 35.45
8206110	730410	Line Material Worker II			\$ 39.84
8211100	730500	Pole Hauler			\$ 38.71
8212100	823102	Rail Electrical Worker			\$ 45.14
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 48.53
8213100	824101	Transit Facilities Electrician			\$ 44.71
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 48.06
8208100	730200	Utility Line Worker			\$ 45.14
8205100	730300	Utility Line Worker - Helper	\$ 30.53	\$ 31.82	\$ 33.19
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 48.53
Standby Pay					\$ 5.76
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate


 LOUIS R. WACKER
 IBEW 77

2/25/2016

Replacement for Addendum A,
 dated February 25, 2016 (p. 2)