



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

November 14, 2018

Ordinance 18832

**Proposed No.** 2018-0519.1

**Sponsors** Balducci

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 (Departments: Transportation (Road  
5 Services), King County Information Technology, Natural  
6 Resources and Parks, Public Health) representing  
7 employees in the departments of transportation,  
8 information technology, natural resources and parks, and  
9 public health; and establishing the effective date of the  
10 agreement.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement negotiated by and between  
13 King County and International Brotherhood of Electrical Workers, Local 77  
14 (Departments: Transportation (Road Services), King County Information Technology,  
15 Natural Resources and Parks, Public Health) representing employees in the department of  
16 transportation, information technology, natural resources and parks, and public health,  
17 which is Attachment A to this ordinance, is hereby approved and adopted by this  
18 reference made a part hereof.

19            SECTION 2. Terms and conditions of the agreement shall be effective from  
20 January 1, 2015, through and including December 31, 2018.  
21

Ordinance 18832 was introduced on 10/22/2018 and passed by the Metropolitan King County Council on 11/13/2018, 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:




Melani Pedroza, Clerk of the Council



RECEIVED  
2018 NOV 20 PM 1:23  
CLERK  
KING COUNTY COUNCIL

APPROVED this 19 day of NOVEMBER 2018.



Dow Constantine, County Executive

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

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)  
LOCAL 77  
AND  
KING COUNTY**

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**  
**LOCAL 77**  
**AND**  
**KING COUNTY**

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

**ARTICLE 1: PURPOSE**

**SECTION 1.** The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County, and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

**SECTION 2.** Joint Labor Management Committee.

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

- A. To provide fair and reasonable rates of pay, hours, and working conditions for the employees concerned with the operations of King County as covered by this Agreement;
- B. To ensure the making of appointments and promotions as provided under the merit system and this Agreement;
- C. To provide stability of employment and to establish satisfactory tenure;

1 D. To provide for improvement programs designed to aid employees in achieving  
2 their acknowledged and recognized objectives as outlined in this Agreement;

3 E. To promote the highest degree of efficiency and responsibility in the performance  
4 of the work and the accomplishment of the public purposes of King County;

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

7 G. To promote systematic labor/management cooperation between King County and  
8 its employees.

9 The JLMC does not waive or diminish management rights and does not waive or diminish  
10 either parties' grievance or bargaining rights. The JLMC is authorized to bargain an issue, including  
11 a specific provision contained in this Agreement, only if the parties' authorized bargaining agents are  
12 present when bargaining. Further, such bargaining may include but will not be limited to, the design  
13 of gainsharing and/or other pay for performance systems. The parties recognize that the JLMC may  
14 not be able to resolve every issue.

15 Process: The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be  
16 co-equal; there will be a relative balance of representatives from management and the Union (while  
17 the numbers may not be exactly the same, neither party should dominate in number of participants).

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

## 21 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

26 **Section 2. Union Dues.** The Union will notify the County of its dues and fees and all  
27 changes thereto.

28 **Section 3. 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 fees as certified by the secretary of the Union and shall transmit the same to the treasurer  
3 of the Union.

4 **Section 4. Revocation of Dues Deduction Authorization.** An employee may submit a  
5 request to stop payroll union dues and fees deductions by providing written notice to the King County  
6 Benefit, Payroll, and Retirement Operations Division or designee. The County will forward a copy  
7 of the employee's written request to the Union within five (5) business days of receipt.

8 **Section 5. Indemnification and Hold Harmless.** The Union agrees to indemnify and hold  
9 the County harmless against any liability which may arise by reason of any action taken by the  
10 County to comply with the provisions of this Article, including for any legal fees or expenses  
11 incurred in connection with such action. The County will promptly notify the Union in writing of  
12 any claim, demand, suit or other form of liability asserted against it relating to its implementation of  
13 this Article. The Union agrees to refund to the County any amounts paid to it in error on account of  
14 the check-off of union dues or fees upon presentation of proper evidence thereof.

### 15 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

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

3           B. The responsibility of Division Director or designees governed by Charter  
4 provisions, ordinances and Personnel Guidelines which include, but are not limited to the following:

5                   1. To suspend, demote, discharge or take other disciplinary action against  
6 employees for just cause;

7                   2. To relieve employees from duties because of lack of work, lack of funds, or  
8 for disciplinary reasons;

9                   3. To determine methods, means and employees necessary for departmental  
10 operations;

11                   4. To control the departmental budget(s);

12                   5. To take whatever actions are necessary in emergencies in order to assure the  
13 proper functioning of the departments.

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

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

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1. Holidays.** All leave eligible employees shall be granted the following designated  
3 holidays with pay:

4

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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14 **Section 2. Day of Observance and Pay on Holidays.** For holidays falling on a Saturday,  
15 the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday  
16 following shall be observed as the holiday.

17 An employee must be eligible for leave benefits and in a pay status on the scheduled work day  
18 before and the scheduled work day following a holiday to be eligible for holiday pay. However, an  
19 employee who has successfully completed at least five years of county service and who retires at the  
20 end of a month in which the last regularly scheduled working day is observed as a holiday, shall be  
21 eligible for holiday pay if the employee is in a pay status the day before the day observed as a  
22 holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled  
23 day off, the employee will be given a deferred holiday. The employee and supervisor will jointly  
24 select another day (preferably within the same pay period) to take as a holiday.

25 **Section 3. Two Personal Holidays.** Effective January 1, 2018, leave eligible employees  
26 shall receive two (2) personal holidays every year to be added to their vacation bank in the second  
27 full pay period of the year or upon hire. In no event shall there be more than two (2) personal  
28 holidays awarded per year.



1 **ARTICLE 5: VACATIONS**

2 **Section 1.** All Employees hired after 12/31/17 shall have their accrued vacation leave balance  
3 capped at three hundred twenty (320) hours. This shall not apply to any current employees including  
4 TLTs, hired on or before 12/31/17.

5 **Section 2.** Employees eligible for vacation leave who work a forty hour week may accrue up  
6 to either 480 or 320 hours (depending on the employee's hire date). Employees not working a forty  
7 hour schedule hired before 1/1/18, including TLTs, will retain their vacation cap. Eligible part-time  
8 employees will receive vacation leave, prorated to reflect their normally scheduled work week.  
9 Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of  
10 the pay period that includes December 31 of each year. Failure to use vacation leave beyond the  
11 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount  
12 unless the appointing authority has approved a carryover of the vacation leave because of cyclical  
13 workloads, work assignment or other reasons as may be in the best interest of the County. The  
14 Human Resources Director may authorize procedures for authorizing carryover above the maximum.

15 **Section 3.** Leave Eligible employees shall be granted vacation with pay as follows:

16

17 Months of Service	18 Current Hourly Accrual Rate	19 Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

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28

1           **Section 4.** For employees employed prior to 1/1/2018, maximum annual vacation leave  
2 accrual is 480 hours for employees working the 40 hour work week and 420 hours for employees  
3 working the 35 hour work week.

4           **A.** Vacation accrual rates for an employee who works other than the full time  
5 schedule standard for his or her work unit shall be prorated to reflect his or her normally scheduled  
6 work week.

7           **B.** Leave eligible employees shall accrue vacation leave from their date of hire in a  
8 benefit eligible position.

9           **C.** Leave eligible employees may use vacation leave hours in the pay period after they  
10 are accrued. Employees who leave County employment prior to successfully completing their first  
11 six months of County service shall forfeit their vacation leave hours and are excluded from the  
12 vacation payoff provisions contained in this Agreement.

13           **D.** No employee eligible for leave shall work for compensation for the County in any  
14 capacity during the time that the employee is on vacation leave.

15           **E.** In cases of separation from County employment by death of an employee with  
16 accrued vacation leave who has successfully completed his/her first six (6) months of County service  
17 in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount  
18 shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW  
19 Title 11.

20           **F.** If an employee resigns from a full-time regular or part-time regular position or is  
21 laid off and subsequently returns to County employment within two years from such resignation or  
22 layoff, as applicable, the employee's prior County service shall be counted in determining the  
23 vacation leave accrual rate.

24           **G.** Regular employees shall be paid for accrued vacation leave to their date of  
25 separation up to the maximum accrual amount if they have successfully completed their first six  
26 months of County service. Payment shall be the accrued vacation leave multiplied by the employee's  
27 base rate of pay, plus longevity pay if applicable, in effect upon the date of leaving County  
28 employment, less mandatory withholdings.

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 if an hourly employee works in excess of seventy-four hours in one week, the employee shall  
5 accrue sick leave at the rate of 0.025 hours for each hour worked in excess of seventy-four.  
6 Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee  
7 is not entitled to sick leave if not previously earned.

8 **Section 2.** During the first six months of service, employees eligible to accrue vacation leave  
9 may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension  
10 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave  
11 must be reimbursed to the County upon termination. This section does not apply to employees using  
12 accrued vacation for a qualifying event under the Washington Family Care Act.

13 **Section 3.** Employees who are FLSA overtime eligible may use sick leave in quarter hour  
14 increments, at the discretion of the Division Director or designee. FLSA-exempt employees may use  
15 sick leave in increments of not less than one (1) day.

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

18 **Section 5.** Division management is responsible for the proper administration of the sick leave  
19 benefit. Verification of illness from a licensed practitioner may be required for any requested sick  
20 leave absence, as allowed under Washington State Law.

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

25 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at  
26 least five years of County service and who retire as a result of length of service or who terminate by  
27 reason of death shall be paid, or their estates paid or as provided for by R.C.W. Title 11, as  
28 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave

1 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
2 mandatory withholdings. This sick leave cash-out is subject to the adoption of a Voluntary Employee  
3 Beneficiary Association (VEBA).

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

5 **A.** An absence:

- 6 1. resulting from the employee's mental or physical illness, injury, or health  
7 condition;
- 8 2. to accommodate the employee's need for medical diagnosis, care or  
9 treatment of a mental or physical illness, injury or health condition; or
- 10 3. for the employee's need for preventive medical care;

11 **B.** Accrued sick leave may only be used for the following reason. To allow the  
12 employee to provide care:

- 13 1. for a family member with a mental or physical illness, injury or health  
14 condition;
- 15 2. for a family member who needs medical diagnosis, care or treatment of a  
16 mental or physical illness, injury or health condition; or
- 17 3. for a family member who needs preventive medical care;

18 **C.** When a King County facility is closed by order of public official for any health-  
19 related reason, or when an employee's child's school or place of care is closed by order of a public  
20 official for a health-related reason;

21 **D.** For absences that qualify for leave under the domestic violence leave act, chapter  
22 49.76 RCW; and

23 **E.** For family and medical leave available under federal law, state law or King County  
24 ordinance.

25 **F.** For purposes of sick leave, "family member" means any of the following:

- 26 1. A child, including a biological, adopted or foster child, a stepchild or a child  
27 to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of  
28 age or dependency status, or the child of the employee's domestic partner;

1                   2. The parent of an employee, employee's spouse or employee's domestic  
2 partner. Parent includes:

- 3                               (a) a biological parent;
- 4                               (b) an adoptive parent;
- 5                               (c) a de facto parent;
- 6                               (d) a foster parent;
- 7                               (e) a stepparent;
- 8                               (f) a legal guardian; or
- 9                               (g) a person who stood or stands in loco parentis to the employee,  
10 employee's spouse or employee's domestic partner.

- 11                           3. A spouse;
- 12                           4. A domestic partner;
- 13                           5. A grandparent;
- 14                           6. A grandchild; or
- 15                           7. A sibling.

16                   G. The employee's incapacitating injury, provided that:

- 17                           1. An employee injured on the job may not simultaneously collect sick leave  
18 and worker's compensation payments in a total amount greater than the net regular pay of the  
19 employee;
- 20                           2. An employee may not collect sick leave for physical incapacity due to any  
21 injury or occupational illness which is directly traceable to employment other than with the County.

22 **ARTICLE 7: ORGAN DONATION LEAVE**

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

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

1 shall:

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

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

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

12 **ARTICLE 8: BEREAVEMENT LEAVE**

13                  **Section 1.** Employees eligible for leave benefits shall be granted up to five days, maximum  
14 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the  
15 employee's immediate family.

16                  **Section 2.** Immediate family shall be defined as the employee's spouse or domestic partner,  
17 and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee,  
18 employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any  
19 person over whom the employee has legal custody.

20                  **Section 3.** Employees who are not eligible for paid leaves may be granted leave without pay,  
21 or may be allowed to use compensatory time, if available, for bereavement leave.

22                  **Section 4.** When a holiday or regular day off falls during the leave, it shall not be charged as  
23 bereavement leave.

24                  **Section 5.** Any additional paid leave may be approved by mutual agreement between the  
25 County and the employee.

26 **ARTICLE 9: FMLA/KCFML**

27                  **Section 1. Federal Family and Medical Leave Act:**

28                  **A.** As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an

1 eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month  
2 period for the employee's own qualifying serious health condition that makes the employee unable to  
3 perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious  
4 health condition, to bond with a newborn child, adoption or foster care placement (leave must be  
5 taken within one year of the child's birth or placement), or for qualifying exigencies related to the  
6 foreign deployment of a military member who is the employee's spouse, child or parent. An eligible  
7 employee who is a covered service member's spouse, child, parent, or next of kin may take up to  
8 twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the  
9 service member with a serious injury or illness.

10 **B.** The leave may be continuous or intermittent, when medically necessary.

11 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
12 care child may only be taken when approved.

13 **C.** In order to be eligible for FMLA, an employee must have been employed by King  
14 County for at least twelve months and have worked at least 1,250 hours in the twelve month period  
15 prior to the commencement of leave.

16 **Section 2. King County Family and Medical Leave:**

17 **A.** As provided by King County Code, an eligible employee may take up to eighteen  
18 (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve  
19 month period for the employee's own qualifying serious health condition, to care for an eligible  
20 family member who has a qualifying serious health condition, to bond with a newborn child, adopted  
21 child or foster care placement (leave must be taken within one year of the child's birth or placement),  
22 and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State  
23 Family Leave Act, or other family and medical leaves available under federal or state law.

24 **B.** The leave may be continuous or intermittent, when medically necessary.  
25 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
26 care child may only be taken when approved. King County Family and Medical Leave shall run  
27 concurrently with other federal, state and county leaves to the extent allowed, including but not  
28 limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the

1 Washington State Family Care Act.

2 C. In order to be eligible for leave under this Article, an employee must have been  
3 employed by King County for at least twelve months and have worked at least 1,040 hours in the  
4 preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve  
5 month period for a thirty-five hour week employee.

6 D. An employee who returns from King County Family and Medical Leave within the  
7 time provided under this Article is entitled to the same position she/he occupied when the leave  
8 commenced or a position with equivalent pay, benefits and conditions of employment.

9 **Section 3.** Failure of an employee to return to work by the expiration date of leave under this  
10 Article may be cause for termination of the employee from county service.

11 **ARTICLE 10: DONATED LEAVES**

12 **Section 1. No Solicitation.** All donations of vacation and sick leave made under this  
13 Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving  
14 monetary or any other compensation or benefits in exchange for donation of vacation or sick leave  
15 hours.

16 **Section 2. Vacation leave hours.** An employee eligible for leave benefits may donate a  
17 portion of his or her accrued vacation hours to another employee eligible for leave benefits. The  
18 donation will occur following written approval from both the donating and receiving employee's  
19 directors. The number of hours donated cannot exceed the donor's accrued vacation balance as of the  
20 date of the request. No donation of vacation hours shall be permitted where it would cause the  
21 employee receiving the transfer to exceed his or her maximum annual vacation accrual.

22 **Section 3. Sick leave hours.** An employee may donate a portion of his or her accrued sick  
23 leave to another leave eligible employee provided the donating employee's sick leave balance will be  
24 100 hours or more following the donation. The donation will occur following written approval from  
25 both the donating and receiving employee's directors. An employee may not donate more than 25  
26 hours of accrued sick leave in a calendar year.

27 **Section 4. Calculation of Donated Vacation and Sick Leave.** All donated vacation and  
28 sick leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at



1 the time of the donation. The dollar value will then be divided by the receiving employee's straight  
2 time hourly rate to determine the actual number of hours received.

3 **Section 5. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

4 The executive may implement a process providing the opportunity for leave eligible employees to  
5 convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This  
6 process must conform to KCC 3.12.222, as amended.

7 **Section 6. Donation to an Account or Program to Benefit Children of Deceased**

8 **Employee.** If an employee dies during employment, the executive may implement a process  
9 providing a one-time opportunity to allow leave eligible employees to convert either accrued vacation  
10 or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased  
11 employee who are under twenty-three (23) years old at the time of the employee's death. This  
12 process must conform to KCC 3.12.224, as amended.

13 **Section 7. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain  
14 with the recipient and do not revert to the donor.

15 **ARTICLE 11: PAID PARENTAL LEAVE**

16 **Section 1.** Paid Parental Leave supplements an employee's accrued paid leaves to provide up  
17 to a total of twelve weeks of paid leave for a parent to bond with a new child.

18 **Section 2. Benefit Amount.** An employee's supplemental leave benefit is calculated based  
19 on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt  
20 placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for  
21 up to a total of twelve weeks, when combined with the employee's accrued leave (except for one  
22 week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The  
23 employee is permitted to use the supplemental leave first. Additionally, the employee may choose to  
24 take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out.  
25 An employee who does not return to work for at least 6 months of continuous service following the  
26 leave, will be required to reimburse King County for the supplemental leave funds received.

27 **Section 3. Eligibility.** The benefit is available to all leave eligible employees who have been  
28 employed with the County for at least six months of continuous service at the time of the qualifying

1 event. If both parents work for King County, then each employee is entitled to up to 12 weeks of  
2 Paid Parental Leave.

3 **Section 4. Benefit Period.** Paid Parental Leave must be used within twelve months of the  
4 qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as  
5 long as it is consistent with the department's operational needs, and it is approved in writing by the  
6 employee's supervisor prior to the leave.

7 **Section 5. Concurrency.** Paid Parental Leave will run concurrently with the County's  
8 family and medical leave, as well as federal and state family and medical leave laws, to the fullest  
9 extent permitted by law.

10 **Section 6. Job Protection.** Paid Parental Leave is protected leave. Barring required budget  
11 cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no  
12 retaliatory action may be taken against an employee for participating or planning to participate in the  
13 program.

14 **Section 7. Health and Leave Benefits.** The employee will continue to receive all health  
15 benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental  
16 Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent  
17 of sick leave.

18 **Section 8. Relationship to Washington State Paid Family and Medical Leave.** Provisions  
19 of the County's current Paid Parental Leave program may change effective January 1, 2020, or  
20 thereafter, due to the County's implementation of the new Washington State Paid Family and  
21 Medical Leave program.

## 22 **ARTICLE 12: MILITARY LEAVE**

23 Employees shall receive military leave in accordance with King County policy, state and  
24 federal law, as amended.

## 25 **ARTICLE 13: UNPAID LEAVES OF ABSENCE**

26 **Section 1. Short-Term Leaves of Absence.** A leave of absence without pay, not covered by  
27 any other provision of this Agreement, for a period not exceeding 30 consecutive days may be  
28 granted to a leave eligible employee by the employee's director.

1           **Section 2. Long-Term Leaves of Absence.** The Division Director may grant a leave of  
2 absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons  
3 for a period longer than 30 days. Requests for leaves of absence without pay that are for  
4 medical/health reasons for a period longer than 30 days must be approved by the Director of Human  
5 Resources or the Director's designee. Long-term leaves may be unconditional, or conditional with  
6 any conditions set forth in writing at the time that the leave is approved with the understanding that  
7 barring required budget cuts or layoffs, the employer shall reinstate the employee to the same  
8 position or a position with equivalent status, pay, benefits and other employment terms upon the  
9 employee's return with no loss of seniority.

10           **Section 3. Early Return.** An employee who is on a leave of absence without pay, not  
11 covered by any other provision of this Agreement, may return from the leave before its expiration  
12 date if the employee provides the director with a written notice to that effect at least 15 days before  
13 the date of return.

14           **ARTICLE 14: LEAVE FOR VOLUNTEER SERVICE**

15           Employees may use up to three days of their accrued sick leave each year to perform  
16 volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving  
17 Program. Employees requesting to use sick leave for this purpose shall submit such request in  
18 writing, per collective bargaining and department leave request procedures, specifying the name of  
19 the school and/or organization and the nature of the volunteer services to be performed. Additionally,  
20 the employee's supervisor may request in advance that the employee obtain written proof of the  
21 service from the volunteer organization or school.

22           **ARTICLE 15: JURY DUTY**

23           **Section 1.** A leave eligible employee notified to serve on jury duty must inform his or her  
24 supervisor as soon as possible, but not later than two weeks in advance, regarding the date the  
25 employee is required to report for jury duty. The supervisor may reassign the employee to a shift and  
26 schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the  
27 hours and days, respectively, the employee is required to report or be available for jury duty. An  
28 employee will receive his/her compensation, while on jury duty.

1           **Section 2.** When released from jury duty for the day, and/or when the total required  
2 assignment to jury duty has expired, the employee will notify his or her supervisor. The employee  
3 will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor,  
4 before the employee must report back to work and his or her regular shift and schedule. Paid leave  
5 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance  
6 and Business Operations Division of the Department of Executive Services.

7           **Section 3.** Employees who are ineligible for paid leave shall follow the notification  
8 procedures above, and shall be released from work duties for the duration of their assigned jury duty  
9 period, but shall not be compensated for their time spent on jury duty. These employees may retain  
10 any jury duty pay received.

11           **ARTICLE 16: WAGE RATES**

12           **Section 1.** Wage rates for the period from January 1, 2015 through December 31, 2018 shall  
13 be in accordance with the job classifications and rates in Addendum A of this Agreement.

14           **Section 2.** New employees shall generally be hired at the first step and advanced to the next  
15 higher step upon the completion of six months of continuous service. New employees may be hired  
16 in above the first step at the discretion of the Department. Advancement to each succeeding step  
17 thereafter shall occur after completion of one additional year of continuous service. Denial of a step  
18 increase for cause may be authorized by the Division Director or designee, provided that the  
19 employee so affected is served with written notification in advance outlining the reasons for such  
20 action and provided with a written review every three months thereafter as long as such denial  
21 remains in effect.

22           **Section 2.1.** Supervisor II step progression shall be pursuant to the King County  
23 Merit Pay Manual, though modified to reflect steps 4, 6, 8, and 10 only, as indicated in addendum A.  
24 The Supervisor II position shall be eligible for merit over the top pay pursuant to the King County  
25 Merit Pay Manual.

26           **Section 3.**

27           **A.** Employees assigned by proper authority to a Supervisor position shall be  
28 compensated at the higher rate for all time so spent.

1           B. Whenever an employee who is performing the same duties as other employees in a  
2 classification is assigned limited supervisory duties (such as distribution of work assignments,  
3 maintaining a balanced work load among a group and keeping a record of work, production, or  
4 attendance over employees in the same classification or a classification having the same entrance  
5 salary), and these duties do not justify reallocation to a supervisory classification, the appointing  
6 authority may designate the employee as a “lead worker”. The “lead worker” performs work under  
7 the direction of a supervisor of a higher level who may not be present to give constant supervision to  
8 the work because of duties and assignments performed in other areas. The appointing authority has  
9 sole discretion regarding the selection or designation of which bargaining unit member is designated  
10 as lead worker. An employee designated by the appointing authority as “lead worker” is eligible for  
11 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At  
12 such time as the “lead-worker” designation is removed, the employee’s compensation reverts to the  
13 rate received prior to the designation.

14           **Section 4.**

15           A. 2015 Wage Adjustment – 2%

16           B. 2016 Wage Adjustment – 2.25%

17           C. 2017 Wage Adjustment – 2.25%

18           D. 2018 Wage Adjustment – 2.75%

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

23           **ARTICLE 17: OVERTIME**

24           **Section 1.** Except as otherwise provided in this Article, employees on a five-day schedule  
25 shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,  
26 exclusive of lunch period, or forty in one week. Employees on an alternative work schedule shall be  
27 paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled day,  
28 exclusive of lunch period, or forty in one week.

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

5           **Section 3.** All overtime shall be authorized in advance by the Division Director or designee  
6 in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly  
7 scheduled work day for the individual crew.

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

12           **Section 5. Call-out Pay.** Employees not on standby that are called into work on an  
13 unscheduled basis or because of an emergency, will be paid at the overtime rate of pay from the time  
14 of the call/notice and until the time of return to their home (by the most expeditious route possible).  
15 Employees shall receive a minimum of four (4) hours at the overtime rate for each call out. Where  
16 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

17           **Section 6.** An employee on standby status shall receive 12.75% of his/her regular base hourly  
18 rate of pay for each hour on standby. Standby status requires an employee to remain on standby duty  
19 with a pager (within pager range) during time off. If paged the employee will make contact within  
20 fifteen (15) minutes and be en route within thirty (30) minutes. Employees shall receive notice in  
21 writing prior to assignment on standby duty, except when emergencies interfere with such practice.  
22 Employees called into work while on standby shall be paid in accordance with Section 6, except that  
23 they shall not receive standby pay during the period of time they receive time and one-half. FLSA  
24 exempt employees shall not be eligible for standby pay.

25           **Section 7.** Employees may request to earn compensatory time off in lieu of overtime  
26 payment at the appropriate rate. The accrual of compensatory time off shall be at the discretion of the  
27 Supervisor. A maximum of up to eighty (80) hours may be accumulated at any time in accordance  
28 with County Personnel Guidelines. The use of compensatory time must be requested at least forty-

1 eight (48) hours in advance and will be granted at the discretion of the Supervisor.

2 **Section 8.** FLSA-exempt employees covered under this Agreement are eligible for Executive  
3 Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended.

4 **ARTICLE 18: HOURS OF WORK**

5 **Section 1.**

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

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

12 C. The parties agree that alternative work schedules are permitted where mutually  
13 agreed to between the County and the employee, provided that the schedules shall be consecutive  
14 days, Monday-Friday, and between the hours of 6:00 a.m. and 6:00 p.m.

15 **Section 2.**

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

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

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

1           **Section 3.**

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

5           B. The parties agree that alternative work schedules may also be permitted in special  
6 schedules for specific projects where mutually agreed to between the County and employee.

7           **ARTICLE 19: RECLASSIFICATION AND RESULTING PAY**

8           **Section 1. Job Reclassification**

9           **A. Reason**

10           1. An employee or a group of employees may request a position to be  
11 reclassified for the following reasons:

12                           (a) An employee's position is not assigned to the appropriate job  
13 classification, or

14                           (b) A significant or gradual change in an employee's on-going duties  
15 or responsibilities over a period of at least one-year, or

16                           (c) Reorganization or council action causes the duties of a position to  
17 change.

18           2. An employee is not eligible to submit a reclassification request if it has  
19 been less than twelve (12) months since the date of a previous classification determination for the  
20 position, or

21                           (a) the employee is on probation; or

22                           (b) the employee is on a Performance Improvement Plan; or

23                           (c) the employee is asking for a reclassification for a special duty  
24 position.

25           3. Group reclassification may be submitted if all employees' positions are in  
26 the same classification within the same section of a division. The Human Resources Division will  
27 evaluate each position individually; therefore, reserving the right to place positions into different  
28 classifications, if warranted. Nothing in this paragraph prevents an individual employee from



1 exercising their Section 5 rights under this Article (Reconsideration of a Classification Decision).

2 **Section 2. Effective Date of Reclassification and Resulting Pay**

3 Below is a table that summarizes the effective date and resulting pay when an employee's  
4 position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower  
5 pay grade.

6 <b>Reclassification to</b>	7 <b>Effective Date</b>	8 <b>Pay Upon Reclassification</b>
9 Higher pay grade	10 Start of the pay period following 11 receipt of the completed 12 reclassification request form at the 13 Human Resources Division.	14 1st Step of the pay range of 15 the new classification or the 16 step that is at least 5% above 17 the former rate of pay, 18 whichever is greater. 19 Additional discretionary steps 20 may not be awarded.  21 Pay may not exceed Step 10, 22 unless the employee is already 23 receiving merit-over-top.  24 If pay includes merit-over-top, 25 pay is calculated using the 26 merit-over-top amount and 27 may result in merit-over-top 28 upon reclassification.
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.  Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.  If pay includes merit-over-top, the employee will continue to receive merit-over-top.
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from the Human Resources Division.	Highest step in the new pay range that does not exceed the current pay rate.  If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.

1           **Section 3. Probation Upon Reclassification**

2           There shall be no probationary period following a reclassification.

3           **Section 4. FLSA Status Change Upon Reclassification**

4                   A. When an employee's position is reclassified retroactively into a classification with  
5 a different FLSA status, the change in FLSA status shall be prospective only, even though the change  
6 in classification and resulting pay may be applied retroactively.

7                   B. When an employee's position is reclassified from an FLSA-exempt classification  
8 to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

9                   C. When an employee's position is reclassified from a FLSA non-exempt  
10 classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued  
11 compensatory time and if in an executive leave eligible position, will be eligible to receive executive  
12 leave.

13           **Section 5. Reconsideration of a Classification Decision**

14           An employee or a group of employees has thirty (30) calendar days to submit a request for  
15 reconsideration of a classification decision to the Human Resources Director. Employees without  
16 email, will be asked to verify receipt of a paper copy of the decision, and will have thirty (30)  
17 calendar days from the date of receipt. An employee must request reconsideration prior to filing an  
18 appeal. Failure to request reconsideration to the Human Resources Director in thirty (30) calendar  
19 days shall be considered as acceptance of the reclassification decision. A group may fill out one  
20 request for all included individuals, or one or more of the employees may submit individual requests  
21 for reconsideration.

22           **Section 6. Appeal of a Classification Reconsideration Decision**

23                   A. An employee or a group of employees has thirty (30) calendar days to  
24 appeal the reconsideration decision. The timeline would begin from the date of the verification of  
25 receipt outlined in Section 5 above.

26                   B. The employee or a group of employees may appeal the decision to the  
27 Personnel Board. The appeal shall be filed in writing to the appropriate agency with a copy to the  
28 Human Resources Director.

1 C. Failure to submit an appeal to the Personnel Board within thirty (30)  
2 calendar days shall be considered as acceptance of the reconsideration decision.

3 **Section 7. Implementation of a Classification Decision**

4 The change in classification will be initiated upon acceptance of the classification decision, or  
5 expiration of the reconsideration period, if applicable.

6 **Section 8. Notification of Reclassifications and Requests**

7 The applicable Union(s) shall be notified of any and all reclassification requests and/or decisions  
8 impacting their bargaining units, via the monthly report provided by the Human Resources Division.

9 **ARTICLE 20: SPECIAL DUTY**

10 **Section 1 Definitions**

11 ● Special Duty Assignment – When an employee in a regular position is temporarily  
12 assigned to a classification with a higher rate of pay, and the higher-level duties comprise the  
13 majority of the work performed for a minimum of 30 calendar days.

14 ○ Temporary employees, including TLTs, are not eligible for special duty  
15 assignments.

16 ● Base Position – The employee’s underlying position while on special duty  
17 assignment.

18 ● Base Union – The union that represents the employee’s base position.

19 ● Acting Union – The union that represents the special duty position or body of work.

20 **Section 2. Duration**

21 a. Depending on the type of special duty assignment needed, an assignment may be  
22 made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following  
23 circumstances:

24 (1) 30 days to Twelve Months – Shall be approved by the Department Director  
25 or designee to provide additional staffing:

26 i. Due to work that exceeds either the volume and/or complexity of  
27 what is routine, and is for a limited duration;

28 ii. Due to unforeseen work caused by unique circumstances, which are

1 not expected to reoccur; or

2 iii. Needed to either develop and/or implement, a new function,  
3 system, or proposal.

4 iv. To backfill for a vacant regular position.

5 (2) Up to Three Years – Shall be approved by the Director of Human  
6 Resources or designee:

7 To perform a significant or substantial body of work such as a non-routine project or related  
8 to the initiation or cessation of a county function, project or department.

9 (3) Up to Five Years - Shall be approved by the Director of Human Resources  
10 or designee:

11 i. To backfill a regular position, when:

12 a) An employee is absent because of an extended leave of  
13 absence for a medical reason;

14 b) An employee is absent because of military service; or

15 c) An employee is absent because of a special duty or other  
16 assignment.

17 ii. To staff or backfill staff on a clearly defined grant-funded, capital  
18 improvement, or information systems technology project.

19 b. FLSA-exempt special duty assignments shall be made in full-week increments,  
20 from Saturday through Friday.

21 c. An employee's special duty assignment will end when management becomes aware  
22 that the employee's absence will exceed 30 calendar days or at the conclusion of a 30-day absence,  
23 whichever occurs first.

24 **Section 3. Recruitment**

25 Special duty positions shall be posted and a selection process will be conducted for special  
26 duty assignments.

27 A. The county reserves the right to fill with a special duty position while conducting a  
28 selection process.

1           B. If the special duty position is converted to a regular position and the individual  
2 who served in the special duty assignment is hired into the regular position, the employee shall  
3 receive credit towards his or her probationary period for the time served in the special duty  
4 assignment. If the time served in the special duty position was longer than the required probationary  
5 period, the employee's probationary period shall be considered served.

6           **Section 4. Pay**

7           A. An employee on special duty will be placed at the first step of the special duty  
8 classification pay range or be given a flat 5% above the employee's base rate of pay, whichever is  
9 higher.

10          B. If an employee's pay in his or her base position includes merit pay, such as merit-  
11 over-top, pay for the employee's special duty assignment is calculated using the merit pay amount  
12 and may result in merit-over-top pay while in special duty.

13          C. An employee on special duty will continue to advance through the salary steps of  
14 his or her base pay range while on special duty. If the employee is at his or her top step in the base  
15 classification, the employee will be eligible for step increases in the special duty classification.

16          D. Special duty pay shall not be considered part of an employee's base pay rate for  
17 purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or  
18 sick leave, or vacation or sick leave donations.

19          E. If the special duty assignment is FLSA non-exempt, the employee's special duty  
20 pay will be used for the computation of overtime and compensatory time.

21          F. When the special duty assignment is completed, the employee's pay shall revert to  
22 the pay rate the employee would have received if the employee had not been assigned to special duty.

23          G. Compensation, hours of work, and applicable contractual working conditions shall  
24 be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the  
25 time the employee is placed in the assignment until the time the employee returns to his or her base  
26 position. Contractual provisions relating to the base position (i.e., reduction in force and seniority)  
27 shall continue to apply during the special duty assignment.

1           **Section 5. Paid Leave While On Special Duty**

2           Paid leave (e.g. vacation, sick, executive leave, bereavement) while on a special duty  
3 assignment shall be at the employee’s special duty pay rate.

4           **Section 6. FLSA Status Change**

5           Below summarizes how compensatory time and executive leave are handled when there is an  
6 FLSA status change between the employee’s base position and the special duty assignment:

<b>FLSA Change</b>	<b>FLSA Non-Exempt Base Position to FLSA Exempt Special Duty</b>	<b>FLSA Exempt Base Position to FLSA Non-Exempt Special Duty</b>
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.  Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months.  The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

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

25           Terms and conditions for medical, dental, vision, disability, accidental death and  
26 dismemberment, and life insurance programs are outlined under “2017-2018 Total Compensation”  
27 Agreement (Document Code 000U0516 and all of its attachments). Terms and conditions of the  
28 Health Reimbursement Arrangement (HRA) and Voluntary Employees Beneficiary Association

1 (VEBA) Medical Reimbursement Plan are outlined under "2017-2018 Total Compensation"  
2 Agreement (Document Code 000U0516 and all of its attachments).

3 **ARTICLE 22: TLT POSITIONS**

4 Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time  
5 Equivalent (FTE) or Career Service positions.

6 **ARTICLE 23: SUBCONTRACTING**

7 The County shall not contract out work which the members of the Union have historically  
8 performed unless it is required by law or is a business necessity due to an emergency situation or to  
9 augment the workforce on a short-term, temporary basis. Except for emergency situations, the  
10 County shall provide notice to the Union of its intent to contract out and, upon request, bargain the  
11 decision and/or effects of that decision. Except as provided herein, under no circumstance shall the  
12 County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this  
13 provision shall limit what the County has historically contracted out, and no jobs will be eliminated  
14 due to contracting out.

15 **ARTICLE 24: UNION LEAVE**

16 **Section 1.** Upon written application, a regular employee elected or appointed to a Union  
17 office that requires all of his/her time shall be given a leave of absence without pay from work,  
18 normally not to exceed a period of five (5) years. The employee shall not suffer a loss of bargaining  
19 unit seniority rights and shall accumulate the same during such leave. Leave may not be approved  
20 for more than one employee at a time per Department.

21 **Section 2.** A regular employee designated by the Union to serve on official union business  
22 that requires a part of his/her time shall be given a leave of absence without pay from work, provided  
23 it can be done without detriment to King County services and at least forty-eight (48) hours written  
24 notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority  
25 rights and shall accumulate the same during such leave.

26 **ARTICLE 25: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES**

27 **Section 1. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible  
28 to the members for the use of Union officers and stewards to post announcement of meetings,

1 election of officers, and any other Union materials. No materials of a political nature can be posted.

2       **Section 2. Electronic Devices.** The County will permit Union officers and stewards the use  
3 of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to  
4 communicate regarding Union business related to King County. These communications will be  
5 consistent with state law and the County's Acceptable Use of Information Assets Policy. The  
6 communications and the use of the County's equipment and systems must be brief in duration and  
7 frequency. In no circumstance shall use of the County's equipment or systems interfere with County  
8 operations, or result in additional expense to the County. The parties understand and agree there is no  
9 guarantee of privacy in the communications described herein and that such communications may be  
10 subject to disclosure under the Public Records Act.

11 **ARTICLE 26: REIMBURSEMENT FOR PERSONAL TRANSPORTATION**

12       All employees who have been authorized to use their own transportation on County business  
13 shall be reimbursed at the rate established through Ordinance by the County Council.

14 **ARTICLE 27: MISCELLANEOUS**

15       **Section 1.** The County agrees to provide raingear and rubber boots to employees required to  
16 work in inclement weather.

17       **Section 2. Selection Process for Traffic Signal Technician.** Prior to the initiation of any  
18 competitive merit-based process to fill a vacant Traffic Signal Technician position, regular employees  
19 in this classification shall be given the opportunity to make a lateral transfer to the vacant position.  
20 Such lateral transfers shall be accomplished pursuant to the following procedure:

21           A. Written notification of the vacancy shall be provided to all Traffic Signal  
22 Technicians who are regularly employed at the time.

23           B. The notification will provide a description of the job that will include the essential  
24 job functions and the knowledge, skills and abilities necessary to successfully perform the job. A  
25 level II IMSA certification will be a desirable qualification.

26           C. Interested individuals must provide a written letter of interest and/or resume to the  
27 Traffic Superintendent outlining/describing their ability to perform each of the essential job functions  
28 and how they meet or exceed the necessary knowledge, skills and abilities.



1 D. All interested individuals will have their letter of interest/resume  
2 screened/evaluated by Human Resources and one or two signal technicians to determine if they  
3 possess the necessary knowledge, skills, and abilities to do the job. Any questions/issues that arise in  
4 the course of the screening shall be resolved by the Traffic Superintendent.

5 E. The position will be offered to the most senior Traffic Signal Technician who  
6 possesses the necessary knowledge, skills, and abilities to do the job and the desired level II IMSA  
7 certification. If there are no candidates with a level II IMSA certification, the position will be offered  
8 to the most senior Traffic Signal Technician who possesses the necessary knowledge, skills, and  
9 abilities to do the job.

10 F. If none of the interested regular Traffic Signal Technicians are selected for lateral  
11 transfer, the position will be filled through the County's competitive hiring processes.

12 G. Interested regular Traffic Signal Technicians who are not selected through the  
13 lateral transfer process may apply for the position during the competitive examination process.

14 **Section 3. Performance Evaluations.** The County may conduct performance evaluations at  
15 least annually as part of a systematic and equitable employee performance management system.

16 **ARTICLE 28: SAFETY GEAR AND EQUIPMENT ALLOWANCE**

17 **Section 1.** Where the division requires employees to wear safety footwear that meets ANSI  
18 standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar year,  
19 per employee, in accordance with the division's policy and procedures.

20 Bargaining unit employees in the Road Services Division shall be required to wear protective  
21 footwear. Such employees will receive the above described payment of two hundred dollars  
22 (\$200.00) to be used toward the purchase of the required footwear. The payment shall be made in the  
23 paycheck covering July 15 to employees who are employed on July 15 of that year. The allowance  
24 will be subject to regular tax withholdings as may be required under federal and state law.  
25 Employees will be responsible to purchase the footwear and safety gear and are required to wear  
26 safety equipment.

27 **Section 2.** Personal Protective Equipment (PPE) — the department/agency shall provide each  
28 employee with required PPE equipment and replace same as needed. The County will determine

1 what constitutes protective safety wear based on job assignment.

2 **ARTICLE 29: TRAINING**

3 The County shall pay for any certification/license (except for driver's licenses) or training that  
4 is required by the County for the position. This includes necessary release time that is preapproved.

5 **ARTICLE 30: TRANSPORTATION BENEFITS**

6 Eligible employees will receive the transportation benefits provided in King County Code.

7 **ARTICLE 31: GRIEVANCE PROCEDURE**

8 **Section 1. Purpose.** The County and the Union recognize the importance and desirability of  
9 settling grievances promptly and fairly in the interest of continued good employee relations and  
10 morale. In furtherance of this objective, the County and the Union will extend every effort to settle  
11 grievances at the lowest possible level of supervision.

12 **Section 2. No Discrimination.** Employees will be unimpeded and free from restraint,  
13 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

14 **Section 3. Grievance Definition.** A grievance is defined as an allegation by either party to  
15 this Agreement that a violation of one or more terms of this Agreement (or its Appendices) has  
16 occurred.

17 **A. Exclusive Representative** – The Union and King County are the signatory parties  
18 to this labor agreement. The Union will not be required to press employee grievances if in the  
19 Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of  
20 any grievance, including hearings and final decision of any Arbitrator, the Union will be the  
21 exclusive representative of the employee. However, if employees also have access to the Personnel  
22 Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one  
23 procedure will preclude access to other procedures. If the employee chooses to access the Personnel  
24 Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the  
25 union's legal obligations for representation, unless mutually agreed otherwise. Copies of all written  
26 reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the  
27 Union.

28 **Section 4. Access to Grievance Procedure.** Though employees will have no independent

1 unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be  
2 presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

3 **STEP 1 - Supervisor/designee-** A grievance must be presented in writing by the shop  
4 steward or the Union representative within thirty (30) calendar days of the occurrence or  
5 employee/union knowledge of such grievance. The grievance shall be presented to the employee's  
6 supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of  
7 the Agreement(s) that have allegedly been violated and the remedy sought.

8 (1.) The supervisor/designee will meet with the employee and Union to  
9 discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 1 grievance.

10 (2.) The supervisor/designee will issue a written decision to the employee and  
11 the Union within fifteen (15) calendar days following the discussion.

12 (3.) If the Union does not pursue the grievance to STEP 2 within fifteen (15)  
13 calendar days after receiving the supervisor/designee's written decision, the grievance will be  
14 precluded from further appeal.

15 (4.) Supervisor and manager grievants who reduce their grievance to writing,  
16 shall initiate their grievance at STEP 2.

17 **STEP 2 - Division or Agency Director/designee, or Department Director (if no**  
18 **Division Director) -** The grievance will be presented in writing to the Division or Agency Director for  
19 investigation, discussion, and written reply.

20 (1.) The Division or Agency Director/designee (or Department Director) will  
21 meet with the employee and Union to discuss the grievance within fifteen (15) calendar days of the  
22 receipt of the STEP 2 grievance.

23 (2.) The Division or Agency Director/designee (or Department Director) will  
24 issue a written decision to the employee and the Union within fifteen (15) calendar days following  
25 the discussion.

26 (3.) If the Union does not pursue the grievance to STEP 3 within fifteen (15)  
27 calendar days after receiving the Division or Agency Director's/designee's (or Department Director)  
28 written decision, the grievance will be precluded from further appeal.

1                   **STEP 3 - Director of Office of Labor Relations/Labor Negotiator**

2                   (1.) The Director or Labor Negotiator will meet and/or discuss the grievance  
3 with the Union within fifteen (15) calendar days of the receipt of the STEP 3 grievance.

4                   (2.) The Director or Labor Negotiator will issue a written decision to the  
5 employee and the Union within fifteen (15) calendar days following the discussion.

6                   (3.) If the Union does not pursue the grievance to STEP 4 - Arbitration within  
7 fifteen (15) calendar days after receiving the Director or Labor Negotiator's written decision, the  
8 grievance will be precluded from further appeal.

9                   **STEP 4 - Arbitration -** Should the decision of the Director or Labor Negotiator at  
10 STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth  
11 below.

12                   (1.) **Selection Process.** The representatives for the parties will select a third  
13 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a  
14 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of eleven (11)  
15 names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and  
16 Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County  
17 representative and the Union representative each alternately striking a name from the list until only  
18 one name remains. Both parties will participate in a coin toss to determine who goes first for the  
19 arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision  
20 will be final and binding upon all parties to the dispute.

21                   (2.) **Arbitrator's Authority Limited.** The arbitrator will have no power to  
22 add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to  
23 negotiate new agreements, but will have the power only to apply and interpret the provisions of this  
24 Agreement in reaching a decision.

25                   (3.) **Arbitration Expenses.** The arbitrator's fee and expenses will be paid  
26 equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon  
27 in advance, will be paid equally by the County and the Union. Each party will pay the full costs and  
28 fees of its representatives, including attorneys' fees and the expenses of any witnesses appearing on

1 its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the  
2 dispute. Adverse County employee witnesses will be granted time off using their own paid leave  
3 whenever operationally feasible, with advance notice.

4 (4.) Where different titles apply, they are listed in the Definition Article.

5 (5.) **Mediation.** Any party, at any time, can request mediation as a form of  
6 alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected  
7 by mutual agreement. Upon either party's request, parties agree to mediate a dispute prior to moving  
8 the grievance to arbitration.

9 (6.) **Timelines.** Timelines under this Article may be extended by mutual  
10 agreement in writing, by the parties responsible for addressing the grievance at each step. Unless  
11 mutually agreed between the parties responsible for addressing the grievance at each step no  
12 grievance step may be bypassed. If the calendar day falls on a Saturday, Sunday, County recognized  
13 holiday or on a day the Division/Agency's Office is closed for business, the next following normal  
14 day of business will be considered the final calendar day.

15 (7.) **Grievances of Disciplinary Action.** Regular employees are subject to a  
16 just cause standard for discipline.

17 (1) Grievances of disciplinary action involving suspension, demotion,  
18 or termination shall enter the grievance process at STEP 2.

19 (2) No other verbal, written performance or counseling documents  
20 shall be considered discipline that may be appealed to any level of this process.

21 (3) The provisions of this Article will not apply to probationary,  
22 temporary, provisional and term-limited temporary employees if they are disciplined or discharged  
23 because said employees are "at will" and not covered by the "just cause" requirement of this  
24 Agreement.

## 25 **ARTICLE 32: DISCIPLINE AND SUNSET CLAUSE**

26 **Section 1.** No regular employee shall be disciplined except for just cause (consistent with  
27 Article 31.4; STEP 4 (7.)). The County will employ the concept of progressive discipline in  
28 appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature.

1 It is understood that there may be egregious cases that may result in discharge, disciplinary transfer,  
2 or other disciplinary actions, that do not require corrective action.

3           A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be  
4 given a good faith opportunity to complete their PIP before any progressive discipline related to the  
5 PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

6           **Section 2.** Written reprimands, suspensions, demotions or discharges must be given by  
7 registered, certified mail or personally with a written acknowledgment of receipt. Copies of all  
8 written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

9           **Section 3.** Letters of reprimand shall not be used for progressive discipline after a period of  
10 eighteen months (18) months from the date of issuance, other than for purposes of showing notice;  
11 provided the employee has not been disciplined during the eighteen months (18) months.

12           **Section 4.** All time limits set forth in this Section that refer to working days, shall include  
13 Monday through Friday and exclude all County recognized holidays.

14           **Section 5.** Investigations will typically be completed within ninety (90) calendar days after  
15 the division or agency director/designee is made aware of a credible allegation of misconduct. The  
16 time to complete the investigation may be extended by the division or agency if another agency is  
17 investigating the event (e.g., police agency, Ombudsman) or if evidence necessary to complete the  
18 investigation is not reasonably available to complete the investigation during the ninety (90) calendar  
19 day investigation period. If the investigation time period is extended, the division will notify the  
20 employee(s) under investigation and the Union and both will be provided with the basis for the  
21 extension and the expected date the investigation will be completed.

22           A. Written reprimands, notices of intent to suspend, demote or discharge must be  
23 executed within thirty (30) calendar days following conclusion of the investigation, unless otherwise  
24 mutually agreed to by the parties.

25           B. Following the County's notice of intent to suspend or discharge, a Loudermill  
26 hearing should be offered and a decision made within thirty (30) calendar days of the notice, unless  
27 otherwise mutually agreed to by the parties.

1 **ARTICLE 33: JOB POSTING**

2       **Section 1.** Employees are encouraged to seek advancement within their specific work units,  
3 as well as within the County as a whole. All open regular and TLT positions that are represented by  
4 the unions that are part of this agreement shall be posted on the King County website and in Human  
5 Resources, for a minimum of fourteen (14) calendar days.

6       **Section 2.** Special duty job postings will be consistent with Special Duty Article 15. TLT  
7 postings will also be posted as Special Duty opportunities.

8       **Section 3.** Internal Regular and TLT employees that are represented by the Unions that are  
9 party to this agreement who meet a positions' minimum qualifications and pass any required test for  
10 the position will be given a first interview, either by phone or in person, whichever is applicable in  
11 the process.

12 **ARTICLE 34: PUBLIC RECORDS REQUEST**

13       When documents in an individual employee's personnel, payroll, supervisor, training, safety,  
14 or medical file are the subject of a public records request, the Employer will provide the employee  
15 notice of the request in advance of the intended release date. If the Employer receives a public  
16 records request for personal information for the entire membership of the Union working for the  
17 Employer, the Employer shall notify the Union as soon as possible and prior to the release of the  
18 information.

19 **ARTICLE 35: UNION NOTIFICATION**

20       **Section 1.** The County will supply the Union with the following information within five (5)  
21 working days of a new employee's date of hire or new union eligibility:

- 22           A. First and last name
- 23           B. Home address
- 24           C. Home phone number (if the member wants to provide it)
- 25           D. Work e-mail address
- 26           E. Job classification/title
- 27           F. Department
- 28           G. Division

- 1 H. Work location
- 2 I. Date of hire
- 3 J. Hourly or salary pay status
- 4 K. Rate of pay
- 5 L. FTE status

6 **ARTICLE 36: UNION ENGAGEMENT**

7 **Section 1. Steward Training:** During each year of this Agreement the Union’s principal  
8 officer may request that Union stewards be provided with at least eight (8) hours or one (1) day,  
9 whichever is greater, of release time without loss of pay to participate in the steward training  
10 programs sponsored by the Union.

11 **Section 2.** The Union shall submit to the Office of Labor Relations and the Division as far in  
12 advance as possible, but at least two (2) weeks in advance, the names of those stewards who will be  
13 attending each training course. Time off for these purposes shall be approved in advance by the  
14 employee’s supervisor. The approval of such time off shall not be unreasonably denied for arbitrary  
15 and/or capricious reasons. When granting such requests, the Department/Division will take into  
16 consideration operational needs.

17 **Section 3. New Employee Orientation, Union Presentation:** The County agrees to  
18 continue in person New Employee Orientation to allow the Unions to meet the new members. Not  
19 less than five (5) working days before a new employee orientation, a list of names of employees who  
20 shall be attending and are assigned to one of the MLA’s Signatory bargaining units shall be  
21 forwarded to the Union.

22 **Section 4. Release Time for New Employees:** The County shall provide each new  
23 bargaining unit member thirty (30) minutes of release time to meet with the Union within the first  
24 month of employment.

25 **ARTICLE 37: REDUCTION IN FORCE AND REHIRE**

26 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to  
27 seniority within the division and classification with the employee with the least time being the first to  
28 go. In the event there are two or more employees eligible for layoff within the division with the same



1 classification and seniority, the Division Director or designee will determine the order of layoff based  
2 on employee performance.

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

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

10 **Section 4.** Employees laid off will be eligible for rehire into positions of the same  
11 classification according to seniority with King County. That is, the employee laid off last will be the  
12 first rehired.

### 13 **ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY**

14 The County shall not unlawfully discriminate against any employee in employment on the  
15 basis of race, color, creed, religion, national origin, age, marital status, sex, sexual orientation,  
16 political ideology, ancestry, or the presence of a sensory, mental or physical disability. Allegations of  
17 unlawful discrimination shall not be a proper subject for the grievance arbitration procedure pursuant  
18 to Article 13, Section 4, Step 4 of this agreement. Such allegations that are not resolved through  
19 Article 13, Section 4, Step 3 of the grievance procedure may be referred by the grievant to the  
20 appropriate government agency.

### 21 **ARTICLE 39: SUPPORTED EMPLOYMENT PROGRAM**

22 **Section 1.** This Article applies only when members of the bargaining unit include supported  
23 employees.

24 **Section 2.** Supported employees performing bargaining unit work will be covered by the  
25 terms of the applicable collective bargaining agreement (CBA) provisions for that unit. Supported  
26 employee classifications and assigned wage ranges have been established in the County's  
27 classification system.\* Any CBA terms identified by either party to be in conflict with the needs of  
28 the Program will be discussed or bargained as appropriate in an expedited manner. With respect to

1 any CBA “bumping” rights under a Reduction In Force Article, only those in supported employee  
2 classifications may bump others in supported employee classifications. Additionally, because the  
3 jobs are tailored to individuals’ abilities and experience, the Program Manager and the King County  
4 Human Resources Division Director or designee must review and approve any bumping decisions  
5 and notify the appropriate union of the decision.

6       **Section 3.** Though the job duties of a supported employee may cross job classifications,  
7 bargaining units and/or union jurisdiction boundaries, no Public Employment Relations Commission  
8 (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work  
9 assigned to a supported employee or allegations of bargaining unit work “skimming.” The parties  
10 understand that the process used to assign duties will reflect a “customized employment process”  
11 wherein job duties may be “carved” from various assignments and places to create a single supported  
12 employee assignment. Because a key component to a successful program includes flexibility in  
13 assigning job duties based on operational need and employee growth, as well as the ability to increase  
14 responsibility as skills grow, duties will vary and may change over time. For this reason, the parties  
15 to this Agreement expressly waive the legal right to file PERC ULP complaints or CBA grievances  
16 with regard to bargaining unit “skimming” by supported employees. Should these “carved” duties no  
17 longer be assigned to a supported employee, said duties will revert to the bargaining units where they  
18 originated.

19       **Section 4.** Supported employees will be represented and pay dues, as appropriate, to the  
20 union representing the majority of the work assigned. If there is no clear majority, the union  
21 representing the plurality of the work assigned will represent the employee. Should a party to this  
22 Agreement (County or Union(s)) contest the union representation assigned to a position, that party  
23 will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute.  
24 Issues, concerns or disputes regarding the representation of bargaining unit work assigned to  
25 supported employees will be discussed by the Union(s) jointly with the Supported Employment  
26 Program Manager and the appropriate Office of Labor Relations labor negotiator. Employees will be  
27 allowed and expected to continue performing their duties, newly identified and/or previously  
28 assigned, while the dispute is discussed. The parties may involve the King County Alternative

1 Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute  
2 will be presented to a PERC mediator selected by the parties. This process will be completed in an  
3 expedited manner. An employee's job coach may be included in discussions about represented  
4 bargaining unit work that has been assigned.

5 **Section 5.** The parties acknowledge the possibility that a supported employee may be  
6 assigned to perform work that is currently non-represented. If, however, the employee is assigned  
7 both non-represented and represented work, the employee will be treated as represented, as long as  
8 the duties that are represented are not a de minimis portion of the duties as a whole. This is without  
9 prejudice to the fact that the non-represented duties remain non-represented.

10 \* Supported Employment Classifications include Supported Employment Program (SEP)  
11 Associate I (#4220100) - KC Squared Table Wage Range 25; SEP Associate II (#4220200) - KC  
12 Squared Table Wage Range 30; SEP Associate III (#4220300) - KC Squared Table Wage Range 33;  
13 and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

#### 14 **ARTICLE 40: SAVINGS CLAUSE**

15 Should any part hereof or any provision herein contained be rendered or declared invalid by  
16 reason of any existing or subsequently enacted state or federal legislation or by any decree of a court  
17 of competent jurisdiction, such invalidation of such part or portions of this MLA shall not invalidate  
18 the remaining portions thereof; provided, however, upon such invalidation, the parties agree to meet  
19 and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
20 force and effect.

#### 21 **ARTICLE 41: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 **Section 1.** The employer and the signatory organization agree that the public interest requires  
23 efficient and uninterrupted performance of all County services and to this end pledge their best efforts  
24 to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization  
25 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform  
26 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
27 County functions by employees under this Agreement, and should same occur, the signatory  
28 organization agrees to take appropriate steps to end such interference. Any concerted action by any

1 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have  
2 occurred. Being absent without authorized leave shall be considered as an automatic resignation.  
3 Such a resignation may be rescinded by the Division Director or designee if the employee presents  
4 satisfactory reasons for his absence within three calendar days of the date his automatic resignation  
5 became effective.

6 **Section 2.** Upon notification in writing by the County to the signatory organization that any  
7 of its members are engaged in a work stoppage, the signatory organization shall immediately, in  
8 writing, order such members to immediately cease engaging in such work stoppage and provide the  
9 County with a copy of such order. In addition, if requested by the County, a responsible official of  
10 the signatory organization shall publicly order such signatory organization employees to cease  
11 engaging in such a work stoppage.

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

14 A. Discharge

15 B. Suspension or other disciplinary action as may be applicable to such employee.

16 **ARTICLE 42: SENIORITY**

17 **Section 1.** Seniority for all regular employees in any bargaining unit classification covered by  
18 this contract shall be defined as the employee's "Classification Date". The Classification Date is  
19 defined as the most recent date of hire into the regular position, as defined in Addendum "A".  
20 The "Classification Date" is adjusted for unpaid leaves of absence that exceed 30 calendar days. An  
21 employee shall continue to accrue seniority if on unpaid protected (family medical and military)  
22 leave.

23 **Section 2.** An employee who has obtained career service status in any bargaining unit  
24 classification and who accepts a temporary position lasting more than 6 months in King County  
25 outside the bargaining unit shall retain his/her seniority as of the date of hire into the temporary  
26 position. Any temporary position lasting less than 6 months the member shall continue to accrue  
27 seniority in their current classification.

28 For an employee who moves from a term-limited temporary position into a regular position

1 with no break in service, employment in the term-limited position will be included when establishing  
2 the "Classification Date".

3 **Section 3.** This does not apply to Section 12.1 under the Miscellaneous Article.

4 **ARTICLE 43: WAIVER CLAUSE**

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

1 ARTICLE 44: DURATION

2 This agreement shall become effective upon conclusion of the approval process by the King  
3 County Council and shall cover the period January 1, 2015 through December 31, 2018. Written  
4 notice of desire to modify this agreement shall be served by either party upon the other at least sixty  
5 (60) days prior to the date of expiration, namely October 31, 2018.

6  
7 APPROVED this 8 day of OCTOBER, 2018.

8  
9  
10  
11 By: Dow Constatin  
12 King County Executive

13  
14  
15 International Brotherhood of Electrical Workers, Local 77:

16 [Signature]  
17

18 Louis Walter  
19 Business Manager/Financial Secretary

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

**ADDENDUM "A" - WAGE RATES**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
8302100	832102	Solid Waste Electronics Technician	56
5327100	838501	Electrical Inspector	58
8308100	835401	Electronic Communication Specialist	59
8303100	833101	Electronic Communication Technician I	42
8303200	832201	Electronic Communication Technician II	56
8307100	835301	Traffic Signal Technician	56

Steps 4, 6, 8, and 10 of the IBEW Local 77 Roads/IT bargaining unit wage table (see below) shall be used, unless otherwise referenced in this agreement.

The Shift Differential is 10%.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
8700100	877104	Supervisor I	58
8700200	871204	Supervisor II	64

Steps 4, 6, 8, and 10 of the IBEW Local 77 Roads/IT bargaining unit wage table (see below) shall be used.

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**2017 IBEW Local 77 Roads/IT  
Wage Table  
(with 2.25% General Wage Increase (GWI)  
FOR 2017)**

<i>Range</i>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>42</i>	\$25.8282	\$26.4481	\$27.0829	\$27.7329	\$28.3985	\$29.0801	\$29.7780
<i>56</i>	\$35.9991	\$36.8631	\$37.7478	\$38.6537	\$39.5814	\$40.5314	\$41.5042
<i>58</i>	\$37.7477	\$38.6536	\$39.5813	\$40.5313	\$41.5041	\$42.5002	\$43.5202
<i>59</i>	\$38.6536	\$39.5813	\$40.5313	\$41.5041	\$42.5002	\$43.5202	\$44.5647
<i>64</i>	\$43.5201	\$44.5646	\$45.6342	\$46.7294	\$47.8509	\$48.9993	\$50.1753

**2018 IBEW Local 77 Roads/IT  
Wage Table  
(with 2.75% General Wage Increase (GWI)  
FOR 2018)**

<i>Range</i>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>42</i>	\$26.5385	\$27.1754	\$27.8277	\$28.4956	\$29.1795	\$29.8798	\$30.5969
<i>56</i>	\$36.9891	\$37.8768	\$38.7859	\$39.7167	\$40.6699	\$41.6460	\$42.6456
<i>58</i>	\$38.7858	\$39.7166	\$40.6698	\$41.6459	\$42.6455	\$43.6690	\$44.7170
<i>59</i>	\$39.7166	\$40.6698	\$41.6459	\$42.6455	\$43.6690	\$44.7170	\$45.7902
<i>64</i>	\$44.7169	\$45.7901	\$46.8891	\$48.0145	\$49.1668	\$50.3468	\$51.5551