INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

LOCAL 77

AND

KING COUNTY

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

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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

A. 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.

B. 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:

1. 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;

2. To ensure the making of appointments and promotions as provided under the merit system and this Agreement;

3. To provide stability of employment and to establish satisfactory tenure;

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

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

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

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

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

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement

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

Section 3.

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

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

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

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

4. To control the departmental budget(s);

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

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

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

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

ARTICLE 4: HOLIDAYS

All employees shall be granted the following holidays with pay:

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

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

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

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

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

Work performed by hourly employees on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay. FLSA exempt employees are not eligible

for any additional pay for work performed on a holiday.

Total holiday hours shall not exceed ninety-six (96) hours per year, except by public proclamation of the chief executive. Employees working alternative work schedules will receive eight (8) hours of holiday pay. All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

ARTICLE 5: VACATIONS

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

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

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

Section 3. Regular employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of County service, and if they leave County employment prior to successfully completing their first six months of County service, shall forfeit and not be paid for accrued vacation leave. This section does not prevent employees from using accrued vacation for a qualifying event under the Washington Family Care Act. Regular employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

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

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

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

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

Section 8. Employees who are FLSA overtime eligible may use vacation in one-quarter (1/4) hour increments, at the discretion of the Division Director or designee. FLSA-exempt employees may use vacation in increments of not less than one (1) day.

Section 9. In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six months of County service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, R.C.W. Title 11.

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

Section 11.

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

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

C. Donated vacation leave hours must be used within ninety calendar days following the date of donation. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation

leave payoff provisions contained in this Article. For purposes of this Section, the first hours used by an employee shall be accrued vacation leave hours.

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

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

ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE

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

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

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

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

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

leave absence.

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

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

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

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

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

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

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

C. Exposure to contagious diseases and resulting quarantine.

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

E. The employee's medical, ocular or dental appointments, provided that the employee's Division Director or designee has approved the use of sick leave for such appointments.

F. To care for the employee's child or the child of an employee's domestic partner if

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

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

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

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

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

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

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

H. As otherwise provided by state and federal law, including the Washington Family Care Act.

Section 9. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by his/her Division Director or designee.

Section 10. Donation of sick leave hours.

A. Any regular employee may donate a portion of his or her accrued sick leave to another employee who accrues sick leave upon written notice to the donating and receiving employee's Division Director or designee.

B. No donation shall be permitted unless the donating employee's sick leave accrual

balance immediately subsequent to the donation is one hundred hours or more. No employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

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

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

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

Section 11. Leave - Organ Donors.

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

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

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

or critical to a successful outcome.

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

Section 12. Bereavement Leave.

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

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

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

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

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

Section 13. Family Medical Leave. Employees are eligible for family leave pursuant to County ordinance. To the extent Washington State law provides more extensive benefits for use of paid leave for family care, the Union and Employer recognize that state law shall prevail.

ARTICLE 7: WAGE RATES

Section 1. Wage rates for the period from January 1, 2011 through December 31, 2014 shall be in accordance with the job classifications and rates in Addendum A of this Agreement.

Section 2. New employees shall generally be hired at the first step and advanced to the next higher step upon the completion of six months of continuous service. New employees may be hired in above the first step at the discretion of the Department. Advancement to each succeeding step thereafter shall occur after completion of one additional year of continuous service. Denial of a step

increase for cause may be authorized by the Division Director or designee, provided that the employee so affected is served with written notification in advance outlining the reasons for such action and provided with a written review every three months thereafter as long as such denial remains in effect.

The current incumbent in the Automated Scale Technician Classification shall be grandfathered as being compensated in accordance with the County's merit pay plan.

Section 3.

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

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

Section 4.

A. Due to the County's fiscal situation, employees will not receive a 2011 Cost of Living adjustment in their wages.

B. **Effective January 1, 2012**, Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the

current year). Zero floor and no ceiling.

C. <u>Effective January 1, 2013</u>, Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

D. <u>Effective January 1, 2014</u>, Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

Section 5. Shift Premium. Employees assigned by management to a shift other than a day shift on a straight-time basis shall receive a wage differential of 10% of the hourly rate for all hours 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 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.

Section 6. Pay Period. The County may implement a bi-weekly pay period. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

Section 7. Salary Reopener. In 2013, the parties will reopen negotiations limited solely for the purpose of negotiating any change in wages due to comparable market total compensation for the classifications of Electrical Inspector and Electronic Communication Specialist only. Each party may conduct a comparable market total compensation survey. If there are any changes as a result of these negotiations they will become effective at a date agreed to by the parties, but in no event earlier than January 1, 2014.

<u>ARTICLE 8: OVERTIME</u>

Section 1. Except as otherwise provided in this Article, employees on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,

exclusive of lunch period, or forty in one week. Employees on an alternative work schedule shall be paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled day, exclusive of lunch period, or forty in one week.

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

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

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

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

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

Section 7. Employees may request to earn compensatory time off in lieu of overtime

payment at the appropriate rate. The accrual of compensatory time off shall be at the discretion of the Supervisor. A maximum of up to eighty (80) hours may be accumulated at any time in accordance with County Personnel Guidelines. The use of compensatory time must be requested at least forty-eight (48) hours in advance and will be granted at the discretion of the Supervisor.

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

ARTICLE 9: HOURS OF WORK

Section 1.

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

B. The parties agree that the County shall have the right to set more than one standard 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 schedule are on the hour or the half hour.

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

Section 2.

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

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

B. An employee who is assigned to a vacant schedule shall work the schedule for the duration of the absence. If the absent employee returns on other than the first day of a work week,

the returning employee shall work the adjusted employee's schedule until the end of the week unless the affected employees agree otherwise.

Section 3.

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

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

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

ARTICLE 11: SUBCONTRACTING

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

ARTICLE 12: MISCELLANEOUS

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

Section 2. All employees who have been authorized to use their own transportation on County business shall be reimbursed for mileage at the rate established by ordinance.

Section 3. The County agrees to provide raingear and rubber boots to employees required to

work in inclement weather.

Section 4. Selection Process for Traffic Signal Technician. Prior to the initiation of any competitive merit-based process to fill a vacant Traffic Signal Technician position, regular employees in this classification shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

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

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

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

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

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

6. The selected individual will serve a six-month probationary period in accordance with King County Personnel Guidelines.

7. A Traffic Signal Technician who transfers to another position in this classification and does not complete the probationary period (for reasons other than just cause) may elect to return to the former position within six (6) months of the initial transfer if the former position is vacant and available. If the position is not available and as a result the employee separates from County service,

the employee will be entitled to recall rights to the former classification in accordance with Section 14.4 of the collective bargaining agreement, as if the employee had been laid off on the date of separation.

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

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

Section 5. Performance Evaluations. The County may conduct performance evaluations at least annually as part of a systematic and equitable employee performance management system.

Section 6. Boot Allowance. Bargaining unit employees in the Road Services Division shall be required to protective footwear. Such employees will receive an annual payment of ninety dollars ($90) to be used toward the purchase of the required footwear. The payment shall be made in the paycheck covering July 15 to employees who are employed on July 15 of that year. The allowance will be subject to regular tax withholdings as may be required under federal and state law. Employees will be responsible to purchase the footwear and are required to wear safety equipment.

ARTICLE 13: GRIEVANCE PROCEDURE

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

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

Section 1. Definition: Grievance - A grievance shall be a dispute between a bargaining unit employee, or the Union, and the County involving the interpretation or application of this Agreement.

Section 2. Procedure

Step 1 - A grievance shall be verbally presented by the aggrieved employee and representative, if the employee wishes, within ten (10) working days of the occurrence or when the employee could reasonably be expected to know of the occurrence of such grievance to the

employee's immediate foreman or supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not pursued to the next higher level within ten (10) working days, it shall be presumed resolved.

Step 2 - If, after thorough evaluation, the decision of the immediate supervisor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented in writing to the department director or designee. The grievance shall specify the alleged violation along with any relevant facts and dates that support the claim as well as the specific remedy requested. All letters, memoranda, and other written materials shall be made available for the review and consideration of the department director or designee. The director or designee may interview the employee and/or representative and receive any additional related evidence which may be deemed pertinent to the grievance. The director or designee shall make a written decision available within ten working days. If the grievance is not pursued to the next higher level within five working days, it shall be presumed resolved.

Step 3 - If, after thorough evaluation, the decision of the department director or designee has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Labor Relations Director or designee. Thereafter, the Business Representative/designee of the Union will meet with the Labor Relations Director or designee and other appropriate personnel for the purpose of resolving the grievance. The meeting shall be scheduled within ten (10) working days of the Step 3 referral.

A written reply to the Union shall be made within ten (10) working days after such meeting is concluded.

Step 4 - Should the Step 3 reply not resolve the grievance, either party may request arbitration within fifteen (15) working days of the Step 3 reply and must specify the exact question which it wishes arbitrated. The parties shall then select a disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a

name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

ARTICLE 14: REDUCTION IN FORCE AND REHIRE

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

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

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

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

first rehired.

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The County shall not unlawfully discriminate against any employee in employment on the basis of race, color, creed, religion, national origin, age, marital status, sex, sexual orientation, political ideology, ancestry, or the presence of a sensory, mental or physical disability. Allegations of unlawful discrimination shall not be a proper subject for the grievance arbitration procedure pursuant to Article 13, Section 2, Step 4 of this agreement. Such allegations that are not resolved through Article 13, Section 2, Step 3 of the grievance procedure may be referred by the grievant to the appropriate government agency.

ARTICLE 16: SAVINGS CLAUSE

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

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

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

became effective.

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

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

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

ARTICLE 18: WAIVER CLAUSE

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

ARTICLE 19: DURATION

This agreement shall become effective upon conclusion of the approval process by the King County Council and shall cover the period January 1, 2011 through December 31, 2014. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 2013.

APPROVED this 30 day of MAY, 2012.

By: Dow Constantine

King County Executive

International Brotherhood of Electrical Workers, Local 77:

Don Guillot

Don Guillot
Business Manager/Financial Secretary

cba Code: 100

Union Codes: E1
E1A

International Brotherhood of Electrical Workers, Local 77

ADDENDUM "A" - WAGE RATES

Job Class Code	PeopleSoft Job Code	Classification Title	Range
8302100	832102	Automated Scale Technician	56
5327100	838501	Electrical Inspector	58
8308100	835401	Electronic Communication Specialist	58
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 squared table salary ranges shall be used, unless otherwise referenced in this agreement.
The Shift Differential is 10%.

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

Steps 4, 6, 8, and 10 of the squared table salary ranges shall be used.

MEMORANDUM OF AGREEMENT ("MOA")
BY AND BETWEEN
KING COUNTY
("COUNTY")
AND
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 77 ("UNION")

Subject: **Wage Reopener**

Background:

1. The parties have engaged in negotiations and reached agreement on a new Collective Bargaining Agreement ("CBA") that covers the period of January 1, 2011, through December 31, 2014.

2. The parties were unable to reach agreement regarding the inclusion of wage reopener language in the CBA.

3. The parties have a mutual desire to settle the CBA and conclude negotiations in a collaborative manner. Therefore, In order to avoid the additional time, expense and uncertainty involved in further negotiations, the parties desire to settle this matter on the following terms and conditions.

Agreement:

1. The parties agree when significant shifts in economic and fiscal conditions occur during the term of the CBA to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7%, in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the County will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year and so notify the union.

2. This MOA will stay in effect until the expiration of the CBA.

APPROVED this 30 day of MAY, 2012.

By: Dow Constantine
Dow Constantine
King County Executive

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 77

Don Guillot
Don Guillot
Business Manager/Financial Secretary