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

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AGREEMENT

By and Between

KING COUNTY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

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

PURPOSE OF THIS AGREEMENT

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

NON-DISCRIMINATION

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

ARTICLE 1: SCOPE OF AGREEMENT

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

ARTICLE 2: EMPLOYMENT

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

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

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

3.2 Dues and Fees - It will 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 will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. It will 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 will on the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this section will require employees to join the Union who can substantiate, in accordance with the procedures set forth in the Washington Administrative Code, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union each month that such payment has been made.

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

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

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

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

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

ARTICLE 4: JOINT LABOR MANAGEMENT

4.1 Purpose

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

(1) To provide fair and reasonable rates of pay, hours, and working conditions for the employees concerned with the operations of the 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 the County;

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

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

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

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

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

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 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.1 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. Any grievance shall be resolved by the following procedure:

5.2 Grievance Procedure

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

(1) Identity of the party or employee who claim to be aggrieved.

(2) Date of the occurrence, nature of the grievance, and the facts upon which it is based.

(3) The remedy or correction sought.

(4) The section(s) of this Agreement allegedly violated.

B. Step 1: Within ten (10) days of the date when the employee could reasonably be expected to know the basis for a grievance the steward shall present the written grievance to the Supervisor of Power or Superintendent of Way, Power and Signals or designee. Thereafter, the Supervisor of Power or Superintendent of Way, Power and Signals or designee shall meet with the employee and/or shop steward to discuss the grievance.

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

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

Step 3: If no agreement was reached at Step 2, the grievance may be presented to the Labor Relations Director or designee within ten (10) days of receipt of the Step 2 response. Thereafter, the Business Representative or designee of the Union will meet with the Labor Relations Director or designee and other appropriate personnel for the purpose of resolving the grievance. The meeting shall be held within fifteen (15) days of the Step 3 referral.

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

5.3 Arbitration Procedure

A. In the event that the grievance is not resolved in accordance with the provisions of

this grievance procedure it may be submitted to an impartial arbitrator selected using the following procedure:

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

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

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

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

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

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

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

F. The power and authority of the arbitrator shall be to hear and decide each dispute and shall be strictly limited to deciding whether there has been a violation of a provision of this Agreement. The arbitrator shall not have the authority to add or subtract from or modify any of the

terms of this Agreement. The decision of the arbitrator shall be based solely on relevant evidence and arguments presented to him/her by the parties and such decision shall be final and binding.

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

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

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

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

ARTICLE 6: HOLIDAYS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7: VACATIONS

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

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE	
Full Years of Service (Upon Beginning year)	**Annual Leave in Days**
0-5	**12**
6	**15**
9	**16**
11	**20**
17	**21**
18	**22**
19	**23**
20	**24**
21	**25**
22	**26**
23	**27**
24	**28**
25	**29**
26	**30**

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

Years of Employment	Annual Vacation Days Earned
5 or more years' service	15 working days per year
8 or more years' service	16 working days per year
10 or more years' service	20 working days per year
16 years' service	21 working days per year
17 years' service	22 working days per year

Years of Employment	Annual Vacation Days Earned
18 years' service	23 working days per year
19 years' service	24 working days per year
20 years' service	25 working days per year
21 years' service	26 working days per year
22 years' service	27 working days per year
23 years' service	28 working days per year
24 years' service	29 working days per year
25 years' service	30 working days per year

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

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

7.3 Maximum Accrual - Leave eligible employees who work a full-time workweek schedule may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time workweek schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave beyond the maximum amount will be allowed by the manager/designee if the carry over is because of cyclical workloads, work assignments or for other reasons.

7.4 Vacation Eligibility - A leave eligible employee cannot take or be paid for vacation leave until he/she has successfully completed his/her initial six (6) months of County service in a leave eligible position. If a leave eligible employee leaves County employment prior to successfully completing his/her initial six (6) months of County service, he/she will forfeit and not be paid for

accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of separation up to the maximum accrual amount if the employee has successfully completed his/her initial six (6) months of County service in a leave eligible position. Payment will be the accrued vacation leave multiplied by the employee's rate in effect upon the date of leaving County employment less mandatory withholdings. This section does not limit an employee's use of accrued vacation leave for a qualifying event under the Washington Family Care Act.

7.5 A leave eligible employee will 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.

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

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

7.8 Payment to Assigns and Heirs - In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her initial six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

7.9 Vacation Scheduling - The manager/designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit.

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

7.11 Restoration following Separation - If an employee resigns from a full-time regular or part-time regular position with the county in good standing or is laid off and subsequently returns to county employment within two 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.

ARTICLE 8: SICK LEAVE

8.1 Sick Leave - Regular and probationary employees (herein after referred to as, "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will 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.

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

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

8.4 Unlimited Accrual - There will be no limit to the hours of sick leave benefits accrued by leave eligible employee.

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

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

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

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

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

8.8 Leave Without Pay for Family Reasons - For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

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

8.10 Use of Sick Leave - Accrued sick leave will 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; though an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee who chooses to augment workers compensation payments

with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

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 manager/designee has approved the scheduling of sick leave for such appointments.

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

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

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

2. The reason for the 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. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

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

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

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

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

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

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

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

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

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

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

B. A position with equivalent status, benefits, pay and other terms and

conditions of employment.

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

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

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

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

ARTICLE 9: PAID LEAVES

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

A. Vacation leave hours

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

2. Limitations - The number of hours donated will not exceed the donor's

accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

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

B. Sick leave hours.

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

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

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

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

D. Conversion Rate - All vacation and sick leave hours donated will 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 and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion.

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

A. Notification - The employee gives the manager/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.

B. Provider Certification - The employee provides 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.

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

9.3 Bereavement Leave

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

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

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

D. Family Defined - Immediate family means, as used in this Article: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the

employee, employee's spouse or employee's domestic partner.

E. The Supervisor of Power or Superintendent of Way, Power and Signals or designee may authorize time off for the purpose of attending the funeral of a relative other than a close relative, as defined above, not to exceed five (5) days; such time off being chargeable to the sick leave account of the employee.

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

9.5 Jury Duty - An employee eligible for paid leave who is ordered on a jury will be entitled to his/her regular County pay; provided, that fees for such jury duty, exclusive of mileage, are turned over to their Supervisor. The employee will report back to their manager/designee when dismissed from jury service.

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

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

ARTICLE 10: INDUSTRIAL INJURY OR ILLNESS

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

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

ARTICLE 11: LEAVE OF ABSENCE

11.1

A. A leave of absence without pay, for other than military leave or health reasons, may be granted to a regular employee by the Supervisor of Power or Superintendent of Way, Power and Signals or designee. The employee must request a leave of absence without pay in writing and present the request to the Supervisor of Power or Superintendent of Way, Power and Signals or designee. The employee must use all accumulated vacation before being granted a leave of absence without pay.

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

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

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

11.2 One (1) day of leave per Agreement year without loss of pay may be taken with approval of the Supervisor of Power or Superintendent of Way, Power and Signals/designee when it is necessary that the employee be off work in the event of a family emergency. This leave may not be carried into the next payroll year or cashed out.

ARTICLE 12: HOURS OF WORK

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

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

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

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

ARTICLE 13: WAGE RATES

13.1 The County agrees to pay to its employees and the Union agrees that its members employed by the County will accept the wage scales for the various classifications set forth and contained in Addendum "A" of this Agreement which reflects no increase from the 2010 wage scales.

13.2 Lead Utility Line Worker - Temporary lead utility line workers shall be compensated at 107.5% of the journey level classification in which such employees are working, when so assigned as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a

line crew of which at least two (2) journey level workers are on a job together with no crew chief. The lead utility line worker shall continue to work as a member of the crew.

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

13.4 Lead Cable Splicer - A temporary lead Cable Splicer shall be compensated at 112.5% of the journey level classification when assigned by the Supervisor of Power/designee to assume lead responsibilities when two or more Cable Splicers are working together in the absence of the Cable Splicer Crew Chief.

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

13.6 Shift Differential - Employees regularly assigned to a shift other than a day shift on a straight-time basis shall receive a wage differential of three dollars ($3.00) per hour for all hours worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

13.7 Cost of Living

1. Employees will not receive a 2011 Cost of Living adjustment in their wages.

2. In 2012, 2013, and 2014, the parties agree that wages will be increased by percentage amounts shown below:

A. 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.

B. Effective January 1, 2013, 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.

C. Effective January 1, 2014, 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.

13.8 Overtime

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

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

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

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

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

13.10 Work Outside of Classification

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

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

C.

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

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

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

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

13.13 Call-Out Pay

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

they shall be paid only from the time they report to headquarters until the time of their return to headquarters; but in any event, not less than the equal of four (4) hours straight-time pay.

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

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

13.15 High-time Pay - All workers employed on work poles or towers seventy-five (75) feet above ground or higher shall be paid at the rate of double-time while working at such heights. This rule does not apply when workers are working on the roofs of buildings where no exceptional hazard exists. For Rail employees, the seventy-five feet will be calculated as the distance from the ground when the employee is elevated in any type of lift equipment. High time pay will be paid on an actual time basis.

13.16 Clothing and Equipment Allowance Pay

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

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

13.17 Boot Allowance

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

2. Rail: The County shall pay three hundred and fifty dollars ($350.00) per employee during the term of the Agreement as a lump sum payment via payroll for the cost of purchasing protective footwear. This payment will be paid only in the pay period that covers April 1st of the first year of the contract.

13.18 Common Biweekly Payroll System. 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.

ARTICLE 14: MEAL PERIODS

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

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

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

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

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

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

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

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

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

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

ARTICLE 15: GENERAL AND MISCELLANEOUS

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

15.2 Union Representative

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

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

15.3 Stewards - The Union Business Manager and/or Representative shall have the right to appoint a steward at any shop or on any job where workers are employed under the terms of this Agreement. The steward shall see that the provisions of this Agreement are observed, and he/she shall be allowed reasonable time to perform these duties during regular working hours. The County shall be furnished with the names of stewards so appointed. Under no circumstances shall the County

dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

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

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

15.6 Apprenticeship

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

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

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

15.8 The County agrees to not contract work historically performed by the members of the bargaining unit if the contracting of such work eliminates positions in 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 a funding agreement, said contracting will not be considered a violation of this section. The County agrees to provide the Union, upon request, documentation to support any contracting of work under the terms of this section. The County retains the right to contract work that it has historically contracted.

15.9 Defendant in Civil Action - Whenever an employee is named as a defendant in a civil action arising out of the performance of the employee's duties and, acting within the scope of employment, the Prosecuting Attorney's Office shall, at the written request of the employee, furnish

counsel to represent the employee to the final determination of the action, without cost to the employee. Where a possible conflict exists between the County and the employee, the Prosecuting Attorney may, at his or her sole discretion, appoint outside counsel as a special deputy prosecuting attorney to represent the employee. In such cases, the County shall be responsible for payment of costs incurred in such defense. This provision will be governed by the terms of King County Code 4.12.090.

ARTICLE 16: TEMPORARY EMPLOYEES

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

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

16.3 Temporary employees who are hired to work no more than 1040 hours in a calendar year will be eligible for a premium of ten percent (10%) of his/her base hourly rate of pay for all regular compensated hours and a bus pass.

16.4 Temporary employees who are hired to work more than a 1040 hours in a calendar year are eligible for paid leaves, insured benefits and a bus pass in accordance with the Agreement.

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

16.6 Temporary employees who are selected by the County for a regular position in the same

classification shall serve a six (6) month probationary period; however, if the employee has ninety (90) or more days of continuous temporary employment in the classification at the time of selection, the probationary period shall be reduced to three (3) months.

ARTICLE 17: WORK RULES

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

17.2 Health and Safety

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

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

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

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

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

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

the time off from the shift.

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

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

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

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

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

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

17.9 Underground Work – In Power, any work performed in the underground system other than inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may include pumping and "one call dig" identification. Under no circumstance shall inspection be interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which

shall receive Cable Splicer's rate of pay. The other worker may be a Journey Utility Line Worker or qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be deemed qualified until they have satisfactorily completed a course in vault rescue and received confined space training. In Rail, any electrical work performed in an underground vault of the rail system will require two (2) Rail Electrical Workers.

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

17.11 Staffing

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

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

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

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

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

17.12 Reporting - Workers shall not be required to report before or after their regular work periods to other than their regular headquarters for the purpose of picking up vehicles or materials.

When employees are required to put in time before or after their regular working hours for the purpose of servicing vehicles or for loading material, only the additional time worked shall be compensated for at the overtime rate.

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

17.14 Shift Selection

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

B. The Supervisor of Power or Superintendent of Way, Power and Signals/designee shall have the right to transfer employees from one shift to another without regard to seniority when it is necessary to fill a vacancy caused by the absence of an employee, subject to the provisions of Sections 17.15 and 17.16.

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

17.15 Transfer

A. Where the County desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal fifteen and one-half (15-1/2) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen

and one-half (15-1/2) hours off duty; except when employees are required to change shifts due to unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which applies.

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

17.16 Work Schedule for Position - The schedule for regular working days and regular days off goes with the job and not the worker, and an employee exercising the option for the change from one job to another assumes the working days and days off of the new job and anything pertaining to his/her schedule for the old job ceases at the beginning of the new job.

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

A. A written request is submitted to the Supervisor of Power or Superintendent of Way, Power and Signals or designee,

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

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

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

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

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

17.18 Travel - Each employee shall be assigned a designated place(s) to report to work. The employee shall report to the place designated at the commencement of the working day and after reporting, shall be regarded as on duty; and that employee shall not be required to report to any other

place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel between the place of reporting and the actual place of work) shall be part of the employee's work time, and any transportation necessary shall be provided by the County.

17.19 Private Vehicles - All employees called for emergency non-scheduled overtime, when directed by the Supervisor of Power or Superintendent of Way, Power and Signals or designee to use their private car for transportation, shall be reimbursed at the prevailing IRS mileage rate for each mile traveled from their homes and return, plus toll bridge costs.

17.20 REDUCTION IN FORCE AND REHIRE

A. Seniority shall accrue for all regular employees covered by this Agreement and shall be the period of continuous employment. In the case of a reduction in force, seniority shall apply. A regular employee who advances to a higher classification and who returns to former classification shall retain his/her original seniority in such classification plus time accumulated in the advanced classification.

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

C. Employees laid off as a result of a reduction in force shall be laid off according to seniority 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 Supervisor of Power or Superintendent of Way, Power and Signals or designee will determine the order of layoff based on employee performance.

D. When a reduction in force is necessary, the Union and the employees who may be affected shall be notified at least thirty (30) calendar 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) calendar days notice, the earliest possible notification will be given.

E. 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 and Section provided they are qualified.

F. 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 18: SAVING CLAUSE

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

ARTICLE 19: WORK STOPPAGE

The County and the Union 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 Union shall not cause or condone any work stoppage, strike, slowdown or other interference with County functions by employees under this Agreement. The Union and its officers shall, in good faith, use every reasonable effort to terminate such unauthorized action.

ARTICLE 20: PERFORMANCE EVALUATIONS

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

ARTICLE 21: 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. Coverage eligibility will be governed by the 2005 King County Personnel Guidelines.

ARTICLE 22: TERM OF AGREEMENT

22.1 This Agreement shall become effective upon the conclusion of approval process by the King County Council and cover the period January 1, 2011 through December 31, 2014.

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

APPROVED this 6 day of January, ~~2011.~~ 2012

By: _____

King County Executive

International Brotherhood of Electrical Workers, Local 77:

_____

Don Guillot, Business Manager/Financial Secretary

cba code: 101

Addendum "A" - Wages

Union Code: E2

International Brotherhood of Electrical Workers Local 77
Transit Division - Department of Transportation
Effective January 1, 2011

Job Class Code	PeopleSoft Job Code	Classification Title	Hourly Rate		
8207100	730800	Cable Splicer			$ 40.97
8207101	730900	Cable Splicer - Lead (112.5%) *			$ 43.95
8210100	731100	Cable Splicer Chief (118.5%) *			$ 46.30
8204100	730100	Electrician Constructor			$ 39.07
8204101	730600	Electrician Constructor - Lead			$ 42.00
8204200	730700	Electrician Constructor Crew Chief (113%) *			$ 44.15
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			$ 44.15
8209100	731300	Fire Detection Specialist			$ 39.07
8208200	730000	Line Crew Chief (113%) *			$ 44.15
8208200	731500	Line Crew Temporary Chief (113%) *			$ 44.15
8206100	730400	Line Material Worker I			$ 31.28
8206110	730410	Line Material Worker II			$ 35.16
8211100	730500	Pole Hauler			$ 34.16
8212100	823102	Rail Electrical Worker			$ 39.07
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			$ 42.00
8213100	824101	Transit Facilities Electrician			$ 34.20
8208100	730200	Utility Line Worker			$ 39.07
8205100	730300	Utility Line Worker - Helper	$ 26.94	$ 28.08	$ 29.29
8208101	731000	Utility Line Worker - Lead (107.5%) *			$ 42.00

Standby Pay			$ 4.98
Shift Differential			$ 3.00

*Rate calculated as a percentage of Electrician Constructor rate

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

Subject: **Wage reopener and shift picks.**

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 two items in the new CBA. One concerning the wage reopener language and the other concerning shift picks.

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 first sentence of Article 17.14 (A) is hereby suspended and is replaced by the following:

> "Employees with more than six (6) months of service shall select their one (1) year shift preference, by seniority, for each quarter of the shift schedule, provided that the County may, at its discretion, set aside two (2) day shift slots for electricians and one (1) day shift slot for line crew classifications as needed for training and orientation."

2. 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.

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

APPROVED this 6 day of January, ~~2011.~~ 2012 DS for DC 8

By: _____
Dow Constantine, King County Executive

International Brotherhood of Electrical Workers, Local 77:

_____
Don Guillot, Business Manager/Financial Secretary