



**King County**  
**Metropolitan King County Council**  
**Committee of the Whole**

**STAFF REPORT**

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<b>Agenda Item No.:</b> 4	<b>Date:</b> 20 May 2009
<b>Ordinance No.:</b> 2009-0325	<b>Prepared by:</b> Nick Wagner

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**A. SUMMARY**

Proposed Ordinance 2009-0325 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the International Federation of Professional & Technical Engineers, Local 17, covering seven employees in the Office of Emergency Management (OEM) of the Department of Executive Services.

The CBA (pp. 7-43 of these materials) covers the three years from 1 April 2008 through 31 March 2011.

**1. The Bargaining Unit**

The seven employees covered by the CBA are managers of OEM projects and programs and are all classified as Project/Program Manager III (*see* CBA, art. 9, § 1 and Addendum A, pp. 23, 41 of these materials). As described in the Executive's transmittal letter (pp. 53 of these materials), these employees:

- a. Assist in preparing components of the county's Emergency Management Plan;
- b. Manage and participate in Emergency Coordination Center operational activities;
- c. Participate in the design of disaster response and recovery exercises;
- d. Develop, deliver, and promote disaster education programs; and
- e. Act as emergency management duty officers to respond to Office of Emergency Management responsibilities during regular and non-business hours

**2. Consistency with Labor Policies**

As described in the Contract Summary (pp. 45-47 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies in almost all respects. The one exception is the timeliness of the contract negotiations. Although "[n]egotiations for this agreement began several months prior to the expiration of the [previous] contract" (Contract

Summary, p. 46 of these materials), the CBA was not approved until December of 2008 (according to executive staff), which was eight months after the previous agreement expired. The delay was due in part to the departure and replacement of the original negotiators for both the county and the union. In addition, an issue in the negotiations regarding a classification compensation study took more time to resolve than expected.

### **3. Compensation**

#### **a. Pay Range Increase**

The CBA provides for an increase of one pay range (approximately 2.4 percent), retroactive to 1 April 2008. *See* CBA, art. 9, § 1 (p. 23 of these materials) and Addendum A (p. 41 of these materials). This increase is based on a market survey of comparable jobs in other local public agencies.

#### **b. COLAs**

The cost-of-living adjustments (COLAs) for the three years covered by the CBA follow the standard county settlement agreed to with other unions. The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (*See* CBA, art. 9, § 2, p. 23 of these materials.) (Identical language appeared in the previous CBA.) The increase for 2009 is 4.88 percent, and the increases for 2010 and 2011 are expected to be 2.0 percent each year. (*See* Fiscal Note, p. 51 of these materials.)

#### **c. One-time Payment**

Employees hired before 1 April 2006 will receive a one-time-only payment equal to 2.03 percent of their actual gross wages earned from 1 April 2005 to 31 March 2006. *See* CBA art. 9, § 8 (p. 24 of these materials). This payment is based on a classification-compensation study that was supposed to have been completed early in the term of the previous CBA, but was not.

#### **d. Certification Premium**

Employees who have received the Certified Emergency Manager certification will be paid an additional \$100 per month. *See* CBA, art. 9, §§ 9, 9.1 (p. 24 of these materials). This is a new provision.

#### **e. Payment of Professional Dues**

Employees will be reimbursed for the cost of membership dues in the Washington State Emergency Management Association. *See* CBA, art. 9, § 10 (p. 24 of these materials). This is a new provision.

### **4. Performance Evaluations**

The CBA provides for performance evaluations (CBA, art. 5, § 5, p. 13 of these materials). Annual step pay increases require a rating of at least “satisfactory” for steps 1-8 and a rating of at least “above standard” for steps 9-10 (CBA, art. 9, § 3, p. 23 of these materials).

## **5. Interest Arbitration**

The bargaining unit covered by the new agreement is not eligible for interest arbitration.

## **6. No-Strike Provision**

Article 18, § 1, of the CBA (p. 38 of these materials) prohibits “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 . . . .”

## **B. NEW CONTRACT PROVISIONS**

In addition to the points mentioned above, the Executive has noted the following new provisions in his Checklist and Summary of Changes (p. 49 of these materials):

### **1. Alternative and Flex Work Schedules**

Article 10, § 2, of the CBA (p. 25 of these materials) provides in part: “It is the County Executive’s policy to actively promote alternative workweek or telecommuting schedules wherever possible.” The CBA provides to each bargaining unit member “the opportunity to request an alternative workweek or telecommuting schedule” and provides further that “[t]he decision [by management] of whether or not to grant an alternative workweek or telecommuting schedule will be stated in writing to include the reasons for denial or approval, according to an established list of criteria.” The list of criteria has not yet been established, according to executive staff, but is expected to be negotiated in the Labor-Management Committee that is provided for in article 16 of the CBA.

Article 10, § 2, of the CBA also provides a review and appeal process in the event that a request for an alternative or flex work schedule is denied or, after being granted, is terminated.

### **2. Shortening of Probationary Period**

Article 13, § 2, of the CBA (p. 30 of these materials) shortens the employee probationary period from one year to six months; however, the period may be extended to one year by the manager or the manager’s designee at his or her discretion.

## **C. FISCAL IMPACT**

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 51 of these materials). From a base cost of \$621,740 for 2008, the CBA would result in a retroactive additional cost of \$16,205 for 2005 and 2006 (together) and increases of \$44,000 for 2009, \$21,667 for 2010, and \$13,748 for 2011.

## **D. LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

**INVITEES**

1. Lance King, HR Service Delivery Manager, Department of Development and Environmental Services
2. Jacob Metzger, Business Agent, International Federation of Professional and Technical Engineers, Local 17

**ATTACHMENTS**

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**Signature Report**

**May 18, 2009**

**Ordinance**

**Proposed No.** 2009-0325.1

**Sponsors** Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Federation of Professional &  
4 Technical Engineers, Local 17 (Office of Emergency  
5 Management, Project/Program Manager III) representing  
6 employees in the department of executive services; and  
7 establishing the effective date of said agreement.

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and International Federation of Professional & Technical Engineers, Local 17  
12 (Office of Emergency Management, Project/Program Manager III) representing  
13 employees in the department of executive services and attached hereto is hereby  
14 approved and adopted by this reference made a part hereof.

15            SECTION 2. Terms and conditions of said agreement shall be effective from  
16            April 1, 2008, through and including March 31, 2011.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**Attachments**        A. Agreement Between International Federation of Professional & Technical  
                                 Engineers, Local 17 - Office of Emergency Management King County, B. Addendum  
                                 B King County Office of Emergency Duty Officer Procedures

**AGREEMENT BETWEEN**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND**  
**TECHNICAL ENGINEERS, LOCAL 17- OFFICE OF EMERGENCY MANAGEMENT**  
**AND**  
**KING COUNTY**

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1 **ARTICLE 1: PURPOSE**

2           These articles constitute an Agreement, the terms of which have been negotiated in good faith  
3 by representatives of King County and International Federation of Professional and Technical  
4 Engineers, Local 17 (AFL-CIO).

5           The intent and purpose of this Agreement is to promote the continued improvement of the  
6 relationship between King County (hereinafter called the County) and the employees represented by  
7 International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the  
8 Union) by providing a uniform basis for implementing the right of public employees to join  
9 organizations of their own choosing and to be represented by such organizations in matters  
10 concerning their employment relations with the County, and to set forth the wages, hours and other  
11 working conditions of the bargaining unit employees, provided the County has authority to act on  
12 such matters.

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

2           **Section 1. Recognition.** The Employer recognizes International Federation of Professional  
3 and Technical Engineers, Local 17 as the exclusive representative of all full-time regular and  
4 probationary employees doing the work of the job classification listed in attached Addendum A,  
5 excluding all others.

6           **Section 2.**

7           **A.** It shall be a condition of employment that within thirty (30) days of the effective  
8 date of this Agreement all employees covered by this Agreement shall become and remain members  
9 in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each  
10 Employee covered by this Agreement and hired into the bargaining unit on or after its effective date  
11 will, on the thirtieth day following the beginning of such employment, become and remain a member  
12 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

13           **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union  
14 membership or the payment of dues or initiation fees to Union organizations or any other reason is  
15 eligible for a religious exemption as determined by the Public Employment Relations Commission,  
16 will pay an amount of money equivalent to regular union dues and initiation fees to a charitable  
17 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the  
18 Union with written proof that such payments are being made.

19           **C.** Failure by an Employee to abide by the provisions of paragraph A and B will  
20 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union  
21 will provide the Employee and the County with thirty days notification of the Union's intent to  
22 initiate discharge action. During this period, the Employee may make restitution of the amount  
23 which is overdue.

24           **Section 3. Dues Deduction.**

25           **A.** Upon receipt of written authorization individually signed by a bargaining unit  
26 Employee, the County shall have deducted from the pay of such employee the amount of dues and/or  
27 fees or representational fees as certified by the Union and transmit the same to the Union.

28           **B.** The Union will indemnify, defend and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any collection of dues  
2 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account  
3 of the collection provision upon presentation of proper evidence thereof.

4 **Section 4. New Hire Forms.** The County will require all new employees hired into a  
5 position included in the bargaining unit to sign a form provided by the Union which will inform them  
6 of the Union's exclusive recognition. One copy of the form will be retained by the County, one by  
7 the employee and the original sent to the Union. The County will notify the Union of any employee  
8 leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of  
9 absence or dismissal.

10 **Section 5. Lists.** The County will transmit to the Union twice a year, upon request, a current  
11 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, and  
12 job classification, and seniority date (as defined in Article 12). This provision shall not be construed  
13 to limit the right of either party to request information pursuant to RCW 41.56.

1 **ARTICLE 3: UNION RIGHTS & REPRESENTATION**

2           **Section 1. Union Access.** Authorized representatives of the Union shall be afforded access  
3 to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford  
4 access and the Union shall make all reasonable efforts not to disrupt the normal course of work  
5 during site visits.

6           **Section 2. Stewards.** The Union shall have the right to appoint stewards. Stewards will be  
7 granted reasonable release time to conduct Union business connected to the County’s operations.

8           **Section 3. Bulletin Boards.** The County agrees to permit the Union to post on County  
9 bulletin boards the announcement of meetings, election of officers, and any other Union material.

10           **Section 4. Electronic Mail.** The Union may use electronic mail (e-mail) for jointly  
11 communicating information in which the County has an interest such as: general meeting  
12 announcements and scheduling, labor/management committee communications (agendas, minutes,  
13 announcements and scheduling) and other like information. A Shop Steward may use the County’s  
14 e-mail system for communication with a member and the Union in accordance with the County’s e-  
15 mail policy.

16           **Section 5. Contracting Out.** The County agrees not to contract out the work traditionally  
17 and normally performed by members of the bargaining unit if contracting out such work supplants or  
18 replaces bargaining unit positions.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2           The management of the County and the direction of the work force is vested exclusively in  
3 the County subject to the terms of this agreement. Except to the extent there is contained in this  
4 Agreement express and specific provisions to the contrary, all power, authority, rights and  
5 jurisdictions of the County are retained by and reserved exclusively to the County. Such functions  
6 include, but are not limited to: the right to manage the work of employees, to suspend or terminate  
7 regular employees for just cause, transfer, and evaluate employees; to determine and implement  
8 methods, means and assignments to accomplish the work, establish classifications and select  
9 personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare,  
10 modify and administer the budget.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2           **Section 1. Discipline.** The parties agree that in their respective roles, primary emphasis shall  
3 be placed on preventing situations requiring disciplinary action through effective employee-  
4 management relations. The primary objective of discipline shall be to correct and rehabilitate. The  
5 County may discipline or discharge a regular employee for just cause. The County shall apprise the  
6 employee of her/his right to Union representation during investigatory interviews (“Weingarten  
7 Rights”). If the County determines to impose disciplinary action against any employee for any  
8 reason, the employee shall be apprised of his/her rights of union representation during a pre-  
9 disciplinary or disciplinary meeting and of rights of appeal and representation as provided for in  
10 Article 14 (Dispute Resolution Procedures) of this Agreement. Discharge during an employee’s  
11 probationary period is not subject to the grievance procedure, as such employees serve at-will.

12           **Section 2. Off-duty Conduct.** The off-duty activities of employees shall not be cause for  
13 disciplinary action unless such activities are detrimental to the employee’s work performance and/or  
14 have an adverse impact upon the program of the agency.

15           **Section 3. Personnel File Review.** The employee and/or representative may examine the  
16 employee’s personnel file(s) if the employee so authorizes in writing. Material placed into the  
17 employee’s file(s) relating to job performance or personal character shall be brought to his/her  
18 attention. The employee may dispute the propriety of including the material in the file(s) by inserting  
19 a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or  
20 other personal data relating to their employment.

21           **Section 4. Nondiscrimination.** The County and the Union agree that they will not  
22 unlawfully discriminate against any employee by reason of race, color, religion, national origin,  
23 sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or  
24 physical handicap or disability in administering and enforcing the provisions of this Agreement.

25           **Section 5. Performance Evaluations.** Each employee will receive regular performance  
26 evaluations.

1 **ARTICLE 6: HOLIDAYS**

2 **Section 1. Observed Holidays.** All benefit eligible employees shall be granted holidays  
3 with pay as provided for in RCW 1.16.050 as amended:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr's Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

15

16 and any designated by public proclamation of the chief executive of the state and adopted by King  
17 County as a legal holiday.

18 **Section 2. Holiday Pay.** An employee must be in pay status the employee's scheduled  
19 working day before and the employee's scheduled working day after a holiday in order to receive  
20 holiday pay. All employees shall take holidays on the day of observance unless their work schedule  
21 requires otherwise for continuity of services, in which event they shall either schedule and take  
22 another day off in lieu thereof within sixty (60) days of the observed day or be paid for it at his/her  
23 base rate of pay.

24 **Section 3. Personal Holidays.** Each employee shall receive two (2) additional personal  
25 holidays; provided that no employee shall be granted more than 96 hours of holiday time in a  
26 calendar year. These days shall be administered through the vacation plan. One (1) day will be  
27 added to each employee's vacation accrual on the first day of October and the first day of November  
28 of each year. Employees will be able to use these days in the same manner as they use vacation

1 days earned.

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1 **ARTICLE 7: VACATION**

2 **Section 1. Accrual Rates.**

3 All full-time benefit eligible employees shall accrue vacation benefits for each hour in regular  
4 pay status exclusive of overtime, according to the following table:

5

<b>Length of Active Service</b>	<b>Annual Leave in Days Per Year</b>
Upon hire through end of Year 5	12
Upon beginning of year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and above	30

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24 Benefit eligible part-time employees will accrue vacation benefits on a pro-rated basis, based  
25 on their regularly scheduled hours of work.

26 **Section 2. Vacation Pay Rate.** For purposes of this Section, employees using accrued  
27 vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees  
28 shall be paid out their vacation balance at their base rate of pay in effect at the time of termination

1 (including merit pay, if applicable) up to the maximum accrual amount, less mandatory withholdings.

2       **Section 3. Vacation Accrual Date.** Each employee will accrue vacation each payroll period,  
3 based on County seniority. County seniority is defined as completed years of service with King  
4 County and its predecessor organizations. Eligible employees shall accrue vacation leave from their  
5 date of hire. If an employee resigns from the County in good standing or is laid off and subsequently  
6 returns to County employment within two years from such resignation or layoff, the employee's prior  
7 County service shall be counted in determining the vacation leave accrual under this Article.

8       **Section 4. Use of Vacation.** Employees shall not be eligible to take their accrued vacation  
9 leave until they have successfully completed their first six months of County employment. Vacation  
10 may be used in full day increments at the discretion of the department director or designee. Vacation  
11 requests will be considered in light of operational needs and will not be unreasonably denied. An  
12 employee may not be granted vacation benefits if not previously accrued.

13       **Section 5. Vacation Donation.** Any benefit eligible employee who has completed at least  
14 one (1) year of service may, upon written notice to the donating and receiving employees' division  
15 managers, donate to any other benefit eligible employee a portion of his or her accrued vacation for  
16 the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated  
17 vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay.

18       Vacation donations are strictly voluntary. Employees are prohibited from offering or  
19 receiving monetary or other compensation in exchange for donating vacation hours. The number of  
20 hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

21       Donated vacation must be used within ninety (90) calendar days. Donated vacation not used  
22 within 90 days or due to the death of the receiving employee shall revert to the donor.

23       Donated vacation is excluded from vacation payoff provisions.

24       **Section 6. Separation from Employment.** Employees in benefit eligible positions who  
25 leave King County for any reason after successful completion of six months of County service shall  
26 be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be  
27 paid for vacation leave until they have successfully completed their first six months of County  
28 service; if they leave County employment prior to successfully completing their first six months of

1 County service, they shall forfeit and not be paid for accrued vacation leave.

2 In the case of separation by death, payment of unused vacation, up to a maximum of 480  
3 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11  
4 and RCW 49.48.

5 **Section 7. County Employment while on Vacation.** No employee shall be permitted to  
6 work for compensation for the County in any capacity during a time when the employee is on paid  
7 vacation.

8 **Section 8. Maximum Accrual.** Benefit eligible full-time employees may accrue up to sixty  
9 (60) days of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible  
10 part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their  
11 normally scheduled work week. Employees may accrue additional vacation beyond the maximum  
12 specified herein, when work assignments and cyclical work load prevents the employee from using  
13 excess vacation by December of the year in which the excess was accrued, provided the employee  
14 submits the request to carry over excess hours to his/her supervisor, as set forth in Section 9 of this  
15 Article. At the time of separation, no employee will be paid for more than 480 hours.

16 **Section 9. Vacation Carryover.** In order to be eligible for carryover of vacation leave  
17 beyond the maximum accrual, an employee must have made a request to use vacation leave during  
18 the calendar year, and the appointing authority must have disapproved such request. In order to be  
19 eligible for carryover of excess vacation leave, a written plan must be developed and approved by the  
20 employee and appointing authority. This plan must outline how the excess vacation will be used in  
21 the next year. The Human Resources Division of the Department of Executive Services as well as  
22 the appointing authority must approve all requests for carryover of vacation.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** All benefit eligible employees shall accrue sick leave  
3 benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight  
4 hours per month. Sick leave accrual will begin on the first day of the month following the month in  
5 which the employee commenced employment. There is no limit on the amount of sick leave an  
6 employee may accrue. Every benefit eligible part-time employee shall receive and expend sick leave  
7 benefits proportionate to the employee's regular work day.

8 **Section 2. Approved Sick Leave Use.** An employee may not use sick leave until he/she has  
9 actually accrued such leave. Accrued sick leave may be used for the following reasons:

10 **A.** An employee's bona fide personal illness; however, an employee who suffers an  
11 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
12 in a total amount greater than the net regular pay of the employee;

13 **B.** An employee's incapacitating injury; provided that:

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

17 **2.** An employee who chooses not to augment his/her worker's compensation  
18 time loss through the use of sick leave shall be deemed to be on unpaid status;

19 **3.** An employee who chooses to augment his/her worker's compensation time  
20 loss payments with the use of accrued sick leave shall notify the worker's compensation office in  
21 writing of this election at the beginning of the leave.

22 **C.** A female employee's temporary disability caused by or contributed to by  
23 pregnancy and childbirth;

24 **D.** An employee's exposure to contagious diseases and resulting quarantine;

25 **E.** An employee's medical, dental or optical appointments; provided, that the  
26 employee's immediate supervisor has approved the use of sick leave for such appointments;

27 **F.** To care for the employee's child if the child has an illness or health condition that  
28 requires treatment or supervision by the employee; and to care for the employee's spouse, domestic

1 partner, parent-in-law or grandparent who has a serious health condition or an emergency condition.

2 **G.** To care for other family members if:

3 **1.** For King County Family Medical Leave the employee has been employed  
4 by the County for twelve (12) months or more and has actually worked a minimum of one thousand  
5 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the  
6 preceding twelve (12) months (paid leaves such as holiday, vacation and sick leave are not  
7 considered hours worked) and for Federal Family Medical Leave the employee has worked 1250  
8 hours in the preceding 12 months.

9 **2.** The family member is the employee's spouse or domestic partner, the  
10 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a  
11 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the  
12 following:

13 **a.** The birth of a son or daughter and care of the newborn child, or  
14 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve  
15 months of the birth, adoption, or placement;

16 **b.** To care for the employee's child, or child of the employee's spouse  
17 or domestic partner whose illness or health condition requires treatment or supervision by the  
18 employee; or

19 **c.** Care of a family member who suffers from a serious health  
20 condition as defined in the King County Personnel Guidelines.

21 **Section 3. King County Family and Medical Leave.** Employees shall be entitled to family  
22 medical leave, as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220),  
23 the federal Family Medical Leave Act, and any Washington state laws that provide for family  
24 medical leave.

25 **Section 4. Use of Vacation Leave.** An employee who has exhausted his/her sick leave may  
26 use accrued vacation leave as sick leave before going on leave of absence without pay, if approved  
27 by his/her immediate supervisor, or as provided for under Federal or state law.

28 **Section 5. Sick Leave Donations.** Any benefit eligible employee whose sick leave accrual

1 balance exceeds 100 hours may donate to any other leave eligible, benefit eligible full-time or part-  
2 time employee a portion of his/her accrued sick leave upon written notice to the donating and  
3 receiving employees' division manager(s). Sick leave hour donations are strictly voluntary. No  
4 employee may donate more than 25 hours of his/her accrued sick leave in a calendar year.  
5 Employees are prohibited from offering or receiving monetary or other compensation in exchange for  
6 donating sick leave hours.

7           **A.** Donated hours shall be converted to a dollar value based on the donor employee's  
8 straight-time hourly rate of pay.

9           **B.** Donated sick leave must be used within 90 calendar days. Donated hours not used  
10 within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

11           **C.** Donated sick leave hours are exempt from the sick leave payoff provisions  
12 outlined in Section 11 of this Article.

13           **Section 6. Sick Leave Use.** Sick leave may be used by employees for absences of one full  
14 workday.

15           **Section 7. Verification of Sick Leave.** Management is responsible for the proper  
16 administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may  
17 be required of any employee when management reasonably suspects abuse of sick leave due to that  
18 employee's patterned or excessive absenteeism. Sick leave documentation may also be required to  
19 administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the  
20 responsibility of the employee to notify the employee's supervisor of the absence and the anticipated  
21 duration of the absence.

22           **Section 8. Sick Leave Upon Separation.** Separation from County employment, except by  
23 retirement, termination for nondisciplinary medical reasons, or reason of temporary layoff due to lack  
24 of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee  
25 who is separated for one of those listed reasons return to the County within two years, his/her accrued  
26 sick leave will be restored.

27           **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have  
28 successfully completed at least five years of County employment, and who retire as a result of

1 length of service or who terminate by reason of death, shall be paid or their estates paid or as  
2 provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated  
3 sick leave multiplied by the employee's rate of pay in effect upon the date the employee leaves  
4 County employment less mandatory withholdings.

5 All payments shall be in cash, based on the employee's hourly rate of pay, and there shall be  
6 no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County  
7 health insurance at the COBRA rates.

8 **Section 10. Bereavement Leave.**

9 A. All benefit eligible employees shall be entitled to three days of bereavement leave  
10 per occurrence due to the death of an immediate family member. For purposes of this Section,  
11 "immediate family member" is defined as children, parents, those who have served *in loco parentis*,  
12 siblings, spouse or domestic partner, son or daughter-in-law, grandchildren, and the parents and  
13 children of the employee's spouse or domestic partner.

14 B. For the purposes of this Section, benefit eligible part-time employees shall be  
15 entitled to the same benefits on a pro-rata basis.

16 **Section 11. School Volunteering.** Employees may use up to three days of sick leave per  
17 calendar year for the purpose of volunteering in a school, in accordance with existing County policies  
18 and practices.

1 **ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** The wages for the employees covered by this Agreement shall be as set forth in  
3 Addendum A of this Agreement.

4 **Section 2.** Effective on January 1 of each year during the term of this Agreement, the base  
5 wage rates in effect the previous December 31 for all employees shall be increased by 90% of the  
6 CPI-W All Cities Index (September to September) with a maximum increase of six percent (6%) but  
7 not less than two percent (2%).

8 **Section 3. Step Increases.** Upon completion of six (6) months of satisfactory service  
9 following an employee's starting date in a classification covered under this Agreement, the employee  
10 shall receive one step (approximately 5%, no less than 4.75%) increase provided he/she was hired at  
11 the first step or base range assigned to the classification. If the employee was hired above the first  
12 step or base range of the classification, the six month step shall be at the discretion of management.  
13 Thereafter, each subsequent step increase (approximately 2.5%, no less than 2.4%) will be effective  
14 on January 1 of each year provided that the employee is no longer in a probationary status as of  
15 September 30th of the previous year.

16 Following probation, the employee shall progress one step upon completion of each calendar  
17 year provided the employee attains the following overall ratings in his/her evaluation:

- 18 • Steps 1-8: At least "satisfactory" or higher overall rating;
- 19 • Steps 9-10: At least "above standard" or higher overall rating.

20 Employees shall be eligible for merit pay above the top step of the salary schedule provided  
21 that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit  
22 Pay System Manual. Per the terms of the Performance Appraisal and Merit System Manual,  
23 employees shall be evaluated in a merit pool of one.

24 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall  
25 be assigned in writing by the division manager or his/her designee. If the work is at a higher level  
26 classification, then special duty pay will be awarded. An employee so assigned to a higher level  
27 classification shall be paid at the first step of the salary range of the higher level job classification or  
28 a salary step in the higher classification which provides at least the equivalent of two steps

1 (approximately 5%, no less than 4.75%) increase over the employee's current rate of pay, whichever  
2 is greater.

3 **Section 5. Mileage Reimbursement.** All employees who have been authorized to use their  
4 own transportation on County business shall be reimbursed at the rate established by County Council  
5 action.

6 **Section 6. Bus Passes.** The Employer will provide all benefit eligible employees with bus  
7 passes at no cost in accordance with current practice and County ordinance.

8 **Section 7. Pay Period.** The County may implement a bi-weekly pay system, but will  
9 negotiate the effects of implementation.

10 **Section 8.** Employees hired prior to April 1, 2006 will receive a one-time only lump sum  
11 equal to 2.03% of their actual gross wages earned from April 1, 2005 to March 31, 2006.

12 **Section 9. Professional Certifications.** Employees compensated under this section, when  
13 requested by the manager/designee, are required to show proof of having a current certificate. Within  
14 the terms of this Agreement, certification includes, and is limited to, Certified Emergency Manager  
15 (CEM).

16 **Section 9.1** All Employees who have valid certifications as described in Section 9 above  
17 shall be paid an additional one hundred (100.00) dollars per month.

18 **Section 10. Professional Association Dues.** Employees shall be reimbursed for the cost of  
19 membership dues in the Washington State Emergency Management Association.

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 1. Normal workweek.** The standard workweek shall consist of five consecutive  
3 workdays, Monday through Friday.

4 **Section 2. Alternate and Flex Workweeks.** It is the County Executive’s policy to actively  
5 promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit  
6 member shall have the opportunity to request an alternative workweek or telecommuting schedule.  
7 The employee shall submit the request in writing to management listing the reason(s) for the request  
8 and the type of alternate workweek or telecommuting schedule requested. Management will evaluate  
9 the feasibility of the employee’s request. The decision of whether or not to grant an alternative  
10 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or  
11 approval, according to an established list of criteria. If a request for an alternative workweek or  
12 telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal  
13 process listed below.

14 Management or the employee may terminate an alternative workweek or telecommuting  
15 schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates  
16 an alternative workweek or telecommuting schedule, the employee must receive written notification  
17 stating the reason(s) for the termination. In instances where the County, due to emergency or  
18 business reasons, must terminate the alternative workweek or telecommuting schedule, the County  
19 will provide as much notice of schedule change as practicable. Upon receiving written notification of  
20 termination of the schedule, the employee may appeal the termination of the schedule in accordance  
21 with the appeal process listed below.

22 **Appeal Process:** When a request for an alternative workweek or telecommuting schedule has  
23 been denied or an existing alternative workweek or telecommuting schedule has been terminated,  
24 upon receiving written notice from management, the employee shall have ten (10) business days to  
25 appeal in writing to the Human Resources Service Delivery Manager or designee. Human Resources  
26 Service Delivery Manager or designee shall, within ten (10) business days of receipt of the appeal  
27 notice, contact the employee and their Local 17 Union Representative to schedule a meeting to  
28 address the appeal. The ultimate decision of whether to grant or deny the appeal will remain with

1 the Human Resources Service Delivery Manager or designee.

2       **Section 3. Executive Leave.** In recognition of the nature of the work of employees covered  
3 under this Agreement, employees shall be entitled to a minimum of three (3) days of Executive Leave  
4 per calendar year, in accordance with King County policy (Executive Policy 8-1-2) as amended.  
5 These three days will be available for employees' use at the start of each calendar year.

6       **Section 4. Duty Officer Assignment.** Assignments to Duty Officer shall be made in  
7 accordance with the Office's policy, as contained in Addendum B.

8       **Section 5. Pagers.** Bargaining unit employees will continue to be required to wear a  
9 County-issued pager at all times. Employees shall maintain the pagers in operational condition. The  
10 County shall furnish all supplies and technical support needed to maintain the pagers in operational  
11 condition.

1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

2           **Section 1.** There shall be established a Labor-Management Insurance Committee comprised  
3 of an equal number of representatives from the County and the Labor Union Coalition whose  
4 function shall be to review, study, and make recommendations relative to existing medical, dental,  
5 and life insurance programs.

6           **Section 2.** The Union and the County agree to incorporate changes to employee insurance  
7 benefits that the County may implement as a result of the agreement of the Joint Labor-Management  
8 Insurance Committee.

1 **ARTICLE 12: REDUCTION IN FORCE**

2 **Section 1.** The terms of this Article apply only to King County career service employees.

3 **Section 2. Pre-Layoff.** When a reduction in force is anticipated, the County and the Union  
4 shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of  
5 positions.

6 When a reduction in force is required, the County and the Union shall meet and jointly  
7 endeavor to find ways to minimize or eliminate the number of employees who must be involuntarily  
8 laid off.

9 The County will attempt to place said employee into any vacant position for which the  
10 employee is qualified, or endeavor to retrain or redeploy affected employees to the extent possible.

11 **Section 3. Notice.** When the elimination of a position shall result in an employee being laid  
12 off, the County shall provide written notice to the Union and the affected employee at least 30  
13 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall  
14 provide 180 days layoff notice to affected employees.

15 **Section 4. Seniority and Layoff Order.** Seniority shall be defined as date of hire into a job  
16 classification within the bargaining unit; provided, however, for employees in the bargaining unit as  
17 of the initial date of implementation, seniority shall as be defined as total FTE career service within  
18 the King County Office of Emergency Management. An employee who leaves a covered bargaining  
19 unit position for more than two years will lose all accrued seniority. An employee who has been laid  
20 off will be credited for prior service if recalled pursuant to the terms of this Agreement. In the event  
21 that that there are two employees having the same seniority, the County will consider ability and skill  
22 to be the determining factor on retention. Any layoffs will be conducted in reverse seniority order.

23 **Section 5. Outplacement/Referral Services.** The County shall provide outplacement  
24 services to employees in the bargaining unit as provided in the County's Career Support Services  
25 (formerly titled Layoff and Recall Program.) These services shall be made available to all bargaining  
26 unit employees who receive layoff notices, and to the extent practicable, to employees who have been  
27 identified as being at-risk of layoff. Management will make all efforts to place regular employees  
28 within the bargaining unit within existing positions in the Office of Emergency Management;

1 provided, however, that employees will be paid at the salary of the position offered and, if the  
2 position is a term-limited temporary (TLT) position, the employee will be converted to TLT status.  
3 Employees who accept a TLT position within the Office of Emergency Management or a lower-level  
4 position within the Career Service in lieu of layoff retain their recall rights set forth in Section 6 of  
5 this Article.

6 **Section 6. Recall**

7 **A.** An employee who is laid off will have general hiring preferences to other vacant  
8 County positions, consistent with the County's Workforce Management Plan, for a period of two  
9 years following the employee's layoff. During the two year recall period, the employee will retain  
10 specific recall rights to a position within the job classification from which he/she was laid off  
11 regardless of whether the employee has accepted a different position with the County. Recall and  
12 placement offers shall be done by seniority, where the most senior laid-off employee is offered the  
13 position first.

14 **B.** An employee who is recalled from layoff will have all unpaid sick leave balances  
15 and his/her seniority restored.

1 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

2           **Section 1. Posting of Vacancies.** Employees are encouraged to seek advancement within  
3 their specific work units as well as within the County as a whole. In order to promote such, the  
4 County shall post announcements informing employees of open recruitment opportunities within all  
5 County departments.

6           **Section 2. Probationary Period.** Employees hired into regular positions will serve a six (6)  
7 month probation period. The probation period may be extended by the manager/designee at his/her  
8 discretion, not to exceed one (1) year. Consistent with the definition of “probationary employee” and  
9 “probationary period” contained in the King County Personnel Guidelines, during probation an  
10 employee serves at will and probationary terminations are not subject to the grievance and arbitration  
11 provisions of this Agreement. Employees will be allowed to attend a minimum of eighty hours of  
12 Emergency Management Training in their first year of employment.

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Grievance/Arbitration/Mediation.** King County and the Union recognize the  
3 importance and desirability of settling grievances promptly and fairly in the interest of continued  
4 good employee relations and morale. To this end, the following procedure is outlined. The parties  
5 agree to make every effort to settle grievances at the lowest possible level of supervision.

6 The parties also support the concept of resolving disputes by mutually consenting to  
7 mediation wherever practicable. The parties are encouraged to resolve disputes through a mutually  
8 acceptable mediation forum at any step in this process. The process will use a mutually acceptable  
9 mediator and conclude within thirty (30) days after the mutual request.

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

12 **A. Definition.** A grievance is an issue raised by an employee, a group of employees,  
13 the Union (by a steward or the Local), or the County regarding the application and interpretation of  
14 the terms and provisions of this agreement. If a grievance is brought by the County, the grievance  
15 may be filed at Step 2.

16 **B. Procedure.**

17 **Step 1. Director or Designee.** A grievance shall be presented by the grievant  
18 and/or Union representative in writing, within twenty (20) working days of the date when the  
19 grievant knew or should have known of the basis for a grievance, to the Director of the Office of  
20 Emergency Management. The grievance must contain at a minimum (1) a written statement of the  
21 grievance, (2) a reference to which contract provision(s) the grievant believes have been violated, and  
22 (3) a requested remedy. The Director or designee shall attempt to resolve the matter and notify the  
23 grievant within fifteen (15) working days from the date the grievance was received. Failure by the  
24 Director or designee to issue a response within the prescribed timeline shall automatically advance  
25 the grievance to the next step. The grievant shall have ten (10) working days from the issuance of  
26 management's Step 1 response (or the date that the Step 1 response was due) to advance the  
27 grievance to Step 2, otherwise the grievance shall be presumed to be resolved. The grievant's request  
28 to advance the grievance to Step 2 must be made in writing to the Director of the Human Resources

1 Division (HRD), copying the issuer of the Step 1 response. The Union or its representative must sign  
2 the grievant's request to advance a grievance to Step 2.

3 **Step 2. HRD Director or Designee.** If after thorough evaluation, the  
4 decision of the Director or designee has not resolved the grievance to the satisfaction of the Union,  
5 the grievance may be presented to the Human Resources Division Director (Central HR) as stated  
6 above. All letters, memoranda and other written materials previously submitted to the decision  
7 makers at Step 1 shall be made available for the review and consideration of the Human Resources  
8 Division Director or designee. He/she may interview the employee and/or his/her representative and  
9 receive any additional related evidence that he/she may deem pertinent to the grievance. The Human  
10 Resources Division Director or designee shall issue a written decision within thirty (30) working  
11 days of receipt of the Step 2 grievance. Failure by the Human Resources Division Director or  
12 designee to issue a response within the prescribed timeline shall automatically advance the grievance  
13 to the next step. If the matter is not resolved, the Human Resources Division Director or designee  
14 will be the Union's contact thereafter in this process. The Union shall have thirty (30) working days  
15 from the issuance of management's Step 2 response (or the date that the Step 2 response was due) to  
16 advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved.

17 In the instance when the grievance is initiated by the County, the County shall submit the  
18 second step grievance to the bargaining unit's Union Representative who shall have thirty (30)  
19 working days to issue a response. The County shall have thirty (30) working days from the issuance  
20 of the Union's Step 2 response (or the date that the Step 2 response was due) to advance the  
21 grievance to Step 3, otherwise the grievance shall be presumed to be resolved.

22 **Step 3. Arbitration.** If after thorough evaluation, the decision of the Human  
23 Resources Division Director or designee has not resolved the grievance, the Union or the County  
24 may request to submit the grievance to arbitration, in accordance with the timelines and procedures  
25 stated above. The process for selection of the arbitrator and the authority of the arbitrator are set  
26 forth in Sections 2 and 3 below.

27 **Section 2. Selection of Arbitrator.** Should arbitration be necessary, the Parties shall select a  
28 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree

1 upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by  
2 the American Arbitration Association, the Federal Mediation and Conciliation Service or the Public  
3 Employment Relations Commission, whichever source is mutually acceptable. The arbitrator will be  
4 selected from the list by both the County representative and the Union, each alternately striking a  
5 name from the list until only one name remains. The party to strike first shall be determined by a  
6 coin toss.

7 **Section 3. Authority of the Arbitrator.** The arbitrator shall be asked to render a decision  
8 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may  
9 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been  
10 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

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

14 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
15 equally by both parties. Each party shall bear the cost of its own attorneys' fees regardless of the  
16 outcome of the arbitration.

17 **Section 4. Timelines and Extensions.** Failure by the grieving party to comply with any time  
18 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,  
19 however, any time limits stipulated in the grievance procedure may be extended for stated periods of  
20 time by the appropriate parties by mutual agreement.

21 **Section 5. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days  
22 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
23 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
24 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
25 relief for the alleged Unfair Labor Practice.

1 **ARTICLE 15: CLASSIFICATION**

2 **Section 1. Classification.** The County shall furnish the Union with specific classification  
3 specifications for classifications in the bargaining unit. The County and the Union shall meet to  
4 review proposed modifications and revisions to said specifications and will negotiate the resulting  
5 impacts.

6 **Section 2. Reclassification.** Requests for reclassification may be made because an employee  
7 has been working in an out of class assignment for twelve (12) months or longer, or because there is  
8 a significant change in an employee's duties and responsibilities for a period of twelve (12) months  
9 or longer. No employee shall submit a reclassification request if it has been less than one (1) year  
10 since the date of a previous reclassification determination.

11 Requests for reclassification must be submitted on the County's form to request  
12 reclassification (presently known as the Position Description Questionnaire or PDQ form). The  
13 employee will provide a completed copy of the form to his/her supervisor and the Department's  
14 Human Resources Service Delivery Manager or designee for review and comment. The supervisor  
15 will review and comment within fourteen (14) calendar days, and then forward the form to the  
16 division director. The division director shall have fourteen (14) calendar days to review and  
17 comment and forward the form to HRD.

18 If the supervisor or division director has any disagreement with the information provided on  
19 the form by the employee, the supervisor or division director will discuss this disagreement with the  
20 employee prior to forwarding the form to HRD.

21 HRD shall make the classification analysis within 120 calendar days. If HRD determines that  
22 an employee should be reclassified, the reclassification will be effective the date the PDQ was  
23 submitted to the employee's supervisor and the Human Resources Service Delivery Manager, one or  
24 both of whom will acknowledge receipt of the PDQ and record the date received. If HRD determines  
25 that a reclassification is not appropriate, the Union may request a hearing with a mutually agreed  
26 upon mediator/arbitrator as provided through the King County Alternative Dispute Resolution  
27 Program or other mutually agreed upon neutral within thirty (30) calendar days from the date the  
28 employee was notified that a reclassification would not take place.

1           The parties agree that the mediator/arbitrator’s role in this hearing will be to consider  
2 testimonial and documentary evidence presented by the County and the Union regarding the  
3 employee’s appropriate job classification. The mediator/arbitrator will make a determination as to  
4 whether the employee is correctly classified, and if not, the appropriate classification to which the  
5 employee should be assigned.

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1 **ARTICLE 16: LABOR-MANAGEMENT COMMITTEE**

2           The County and the Union agree to establish a Labor-Management Committee. The purpose  
3 of this committee is to discuss matters of concern of either party and the meetings will be held at  
4 convenient times and days. Responsibility for coordinating meetings shall alternate between the  
5 parties.

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1 **ARTICLE 17: SAVINGS CLAUSE**

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

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1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

2           **Section 1.** The County and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
8 to end such interference. Any concerted action by any employee in the bargaining unit shall be  
9 deemed a work stoppage if any of the above activities have occurred. Being absent without  
10 authorized leave shall be considered as an automatic resignation. Such a resignation may be  
11 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence  
12 within three (3) calendar days of the date his automatic resignation became effective.

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

18           **Section 3.** Any employee who commits any act prohibited in this Section will be subject to  
19 the following action or penalties:

20                   **A.** Discharge.

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

22           **Section 4.** In general, employees who encounter a sanctioned picket line in the course of  
23 their duties and who fear of imminent harm to their health and safety should contact their supervisor  
24 for work instructions. In the event of picketing at the employee's regular place of work, Division  
25 management and the Union will develop an approach for dealing with the safety concerns of the  
26 bargaining unit while ensuring emergency management operations. When possible, these discussions  
27 will take place in advance.

1 **ARTICLE 19: WAIVER AGREEMENT**

2           **Section 1.** The parties acknowledge that each has had the unlimited right within the law and  
3 the opportunity to make demands and proposals with respect to any matter deemed a proper subject  
4 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to  
6 waive the right to oblige the other party to bargain with respect to any subject or matter not  
7 specifically referred to or covered in this Agreement.

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1 **ARTICLE 20: DURATION**

2 This agreement shall become effective upon the effective date of the ordinance approving this  
3 Agreement and shall cover the period of April 1, 2008 through March 31, 2011.

4 Contract negotiations for the period beginning April 1, 2011 may be initiated by either party  
5 providing to the other written notice of its intention to do so prior to February 1, 2011. It is the goal  
6 of both parties to conclude negotiations prior to expiration of this Agreement.

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8 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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12 By: \_\_\_\_\_

13 King County Executive

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17 INTERNATIONAL FEDERATION OF PROFESSIONAL  
18 AND TECHNICAL ENGINEERS, LOCAL 17

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21 \_\_\_\_\_  
22 Joseph L. McGee, Executive Director

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24 \_\_\_\_\_  
25 Jacob Metzger, Union Representative

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2 **cba Code: 055**

**Union Code(s): 017EM  
C18**

3  
4 **ADDENDUM A**

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6

<b>Job Class Code</b>	<b>Peoplesoft Job Class Code</b>	<b>MSA Job Class Code</b>	<b>Classification</b>	<b>Range</b>
2441300	243307	8244	Project/Program Manager III	64
For rates, please refer to the King County Squared Salary Table				

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## ADDENDUM B

### KING COUNTY OFFICE OF EMERGENCY MANAGEMENT DUTY OFFICER PROCEDURES

#### GENERAL STAFF REQUIREMENTS

- All OEM staff are responsible for reporting equipment problems, keeping charged batteries, maintaining and testing their assigned communications equipment (pagers, cell phones and radios) and participating in scheduled tests.
- All OEM Duty Officers are responsible for keeping an updated version of their Duty Officer Reference Manual, and posting new material in their book as it is issued. A master manual will be kept in the EOC.
- The scheduled on-call Duty Officer will make the following notifications if trading duty officer assignments with another employee: King County Sheriff Communications Center Supervisor, OEM Manager, and Emergency Management Division (EMD) office staff.

#### DUTY OFFICER DURING BUSINESS HOURS

The on-call Duty Officer will perform the following tasks:

- During the morning of each business day, check the telephone messages recorded on the OEM Office voice mail system (296-3830) and handle / distribute appropriately.
- Conduct a weekly test of 800 MHz radios at 0900 every Wednesday morning. Approximately 15 minutes before the test an alphanumeric page will be sent to all OEM staff members, the Division Manager and E-911 Office to remind them of the test. This test will be documented in the Communications and Warning Equipment Log Book.
- Conduct a practice (Demo) Emergency Alert System (EAS) message weekly, preferably Wednesday, immediately following the 800 MHz radio test. This test will be documented in the Communications and Warning Equipment Log Book.
- Conduct a test of the portable satellite telephone and radio bi-weekly. Contact will be made with the State EOC using by satellite telephone and satellite radio. This test will be documented in the Communications and Warning Equipment Log Book.
- CEMNET tests are conducted weekly by State Emergency Management on Tuesdays at 0900. The Duty Officer will participate in that test, however, if unavailable during the designated time, will initiate a test with the State once a week.
- The Duty Officer will coordinate the OEM response to in-progress incidents warranting emergency management involvement. The Duty Officer may seek assistance from other OEM staff members to assist with response actions including making notifications, activating the county EOC, or responding to the scene as necessary.
- The on-call Duty Officer will document all incidents in the Duty Officer log and save that log on the computer network drive.

## **DUTY OFFICER DURING NON-BUSINESS HOURS**

- Duty Officer hours cover from 1630 hours of one business day until 0800 hours of the next business day. The Duty Officer position will rotate at 0800 hours every other Tuesday as established in the current Duty Officer schedule.
- The Duty Officer will remain within a 1 hour response time of the EOC based upon normal travel conditions.
- The Duty Officer will have access to their Duty Officer Reference Manual, laptop computer, pager, cell phone, and 800 MHz radio, 24 hours a day while on duty.
- Return calls to all pages will be accomplished within 10 minutes of receipt of the page.
- When assigned as Duty Officer, no alcohol or drugs that may impair decision making processes will be consumed.
- Duty Officers represent the local Director of Emergency Management (the County Administrative Officer) and King County government and will follow all personnel policies and procedures when on assignment.
- If responding to a scene, the Duty Officer will wear clothing (cap, shirt and/or jacket) that identifies him/her as a part of the King County Office of Emergency Management. Marked Emergency Management vehicles will be used whenever possible, but if personal vehicles are used, magnetic signs will be displayed when possible.
- If an emergency arises during non-business hours and the Duty Officer is unable to perform his/her duties, the Operations Program Coordinator will be immediately notified. If unable to contact the Operations Program Coordinator, the Manager of OEM will be immediately notified. If unable to contact the Manager, the Assistant Manager will be contacted.



**CONTRACT SUMMARY**

**CONTRACT:** International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III)

**TERM OF CONTRACT:** April 1, 2008, through March 31, 2011

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Employees in this division are responsible for managing programs and projects, utilizing a high degree of technical and emergency management expertise in support of the county's Emergency Management Program. Employees assist in preparing components of the county's Emergency Management Plan; manage and participate in Emergency Coordination Center operational activities; participate in the design of disaster response and recovery exercises; develop, deliver and promote disaster education programs; and, act as emergency management duty officers to respond to Office of Emergency Management responsibilities during regular and non-business hours. Employees covered under this agreement are Project/Program Manager III's.

**NEGOTIATOR:** Lance King

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoffs will be conducted in reverse seniority order.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties utilized interest-based bargaining techniques.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	Vacation/Sick leave accrual and cashout is as provided in the King County Code.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains a comprehensive anti-discrimination provision.
➤ <b>CONTRACTING OUT OF WORK:</b>	There is language that states that the county will not contract out work historically performed by members of the bargaining unit, if the contracted out work supplants or replaces bargaining unit positions.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The contract provides for a Labor Management Committee.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	The contract provides for a just cause standard and contains a grievance and binding arbitration process.

**CONTRACT SUMMARY**

**CONTRACT:** International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>MEDIATION:</b>	The contract provides for optional mediation.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>BENEFITS TRUST PLAN:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	N/A
➤ <b>RELEASE TIME:</b>	Employees were provided release time to participate in negotiations consistent with the Council's policy.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Negotiations for this agreement began several months prior to the expiration of the contract.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	The agreement will be implemented in a timely manner after the Council has adopted it as an ordinance, the Executive has signed it, and the ordinance goes into effect.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	Temporary and part-time employment is in accordance with King County Code.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	The agreement is consistent with the law and county provisions on medical and family leave.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III)

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	The agreement allows the county to implement a biweekly pay plan.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This unit is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The contract contains a standard no-strike provision.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	Regular employees receive at least three days of Executive Leave during the calendar year.
➤ <b>HOURS OF WORK:</b>	The working hours under this agreement are the equivalent of forty hours per week on an annualized basis.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Each employee will receive performance evaluations. Employees receive one step pay increases annual as follows: Steps 1-8 require at least a "satisfactory" or above overall rating. Steps 9-10 require at least an "above standard" rating.





King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>International Federation of Professional &amp; Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III)</b>
<b>Labor Negotiator</b>
<b>Lance King</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. The contract includes a one range wage increase for Project/Program Manager III's, effective April 1, 2008.
2. Employees hired prior to April 1, 2006, will receive a one-time only lump sum equal to 2.03% of their actual gross wages earned from April 1, 2005, to March 31, 2006 as a result of a classification/compensation study.
3. Employees who receive a Certified Emergency Manager certification will be paid an additional one hundred dollars per month, increased from fifty dollars a month.
4. Language regarding alternative work schedules was added.
5. Language was added that shortens the employee probationary period from one year to six months, with the option of extending the probation to one year at the discretion of management.
6.





# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III)	
<b>Effective Date:</b>	4/1/08 to 3/31/11	
<b>Affected Agency and/or Agencies:</b>	Emergency Management Division, Department of Executive Services	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Analyst, DES	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Jeff Bowers, Assistant Division Director	<b>Phone:</b> 205-4062
<b>Note Reviewed by:</b>	Greg Shiring, Budget Analyst	<b>Phone:</b> 263-9716
<b>Supplemental Required?</b>	NO <input type="checkbox"/> YES <input type="checkbox"/>	

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	Retro	2009	2010	2011
CX	10	EMD	\$ 13,157	\$ 27,615	\$ 13,587	\$ 8,290
Grants Fund	2140	EMD	\$ 3,048	\$ 16,385	\$ 8,080	\$ 5,458
<b>TOTAL</b>			<b>\$ 16,205</b>	<b>\$ 44,000</b>	<b>\$ 21,667</b>	<b>\$ 13,748</b>

## EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2008 Base	Retro	2009	2010	2011
<b>Salaries</b>			\$ 535,983	\$ 14,168	\$ 37,931	\$ 18,678	\$ 11,852
<b>OT</b>			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>PERS &amp; FICA</b>			\$ 85,757	\$ 2,037	\$ 6,069	\$ 2,989	\$ 1,896
<b>TOTAL</b>			<b>\$ 621,740</b>	<b>\$ 16,205</b>	<b>\$ 44,000</b>	<b>\$ 21,667</b>	<b>\$ 13,748</b>

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

- Contract Period (s):** 3 year contract from 4/1/2008 – 3/31/2011.
- Wage Adjustments & Effective Dates:**
  - COLA:** 4.88% for 1/1/2009 and 90% of all-cities CPI-W for 2010 and 2011 – 2.0% assumed.
  - Other:** 1 range increase effective 4/1/2008.
  - Retro/Lump Sum Payment:** Employees hired prior to April 1, 2006 receive 2.03% lump sum based on earnings from April 1, 2005 though March 31, 2006.
- Other Wage-Related Factors:**
  - Step Increase Movement:**
  - PERS/FICA:** Payroll taxes estimated to be 16%.
  - Overtime:** None.
- Other Cost Factors:** Certification pay of \$100 per month for qualified employees – assumed employees eligible in 2010.



May 4, 2009

The Honorable Dow Constantine  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Project/Program Manager III) Collective Bargaining Agreement for the period of April 1, 2008, through March 31, 2011. This agreement covers seven employees in the Department of Executive Services, Office of Emergency Management Division.

Employees in this division are responsible for managing programs and projects, utilizing a high degree of technical and emergency management expertise in support of the county's Emergency Management Program. Employees assist in preparing components of the county's Emergency Management Plan; manage and participate in Emergency Coordination Center operational activities; participate in the design of disaster response and recovery exercises; develop, deliver, and promote disaster education programs, and, act as emergency management duty officers to respond to Office of Emergency Management responsibilities during regular and non-business hours. Employees covered under this agreement are Project/Program Manager III's.

The cost-of-living increases for 2009, 2010 and 2011 follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2%, nor greater than 6%. In addition, the agreement provides the following: a one range wage increase, effective April 1, 2008; employees hired prior to April 1, 2006, will receive a one-time only lump sum equal to 2.03% of their actual gross wages earned from April 1, 2005, to March 31, 2006, as a result of a classification/compensation wage study. Additional terms provide that employees who receive a Certified Emergency Manager certification will be paid an additional one hundred dollars per

The Honorable Dow Constantine

May 4, 2009

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month; language regarding alternative work schedules; and, language shortening the employee probationary period from one year to six months, with the option of extending the probation to one year at the discretion of management.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Jim Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Ron Sims  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Tom Bristow, Interim Chief of Staff  
Saroja Reddy, Policy Staff Director  
Anne Noris, Clerk of the Council  
Frank Abe, Communications Director  
Bob Cowan, Director, Office of Management and Budget (OMB)  
Beth Goldberg, Deputy Director, OMB  
James J. Buck, County Administrative Officer, Department of Executive Services (DES)  
Anita Whitfield, Director, Human Resources Division (HRD), DES  
Michael Frawley, Deputy Director, HRD, DES  
James J. Johnson, Interim Labor Relations Manager, HRD, DES